



Terms and Conditions: **Winter Hill Bank**

Thank you for using **Winter Hill Bank** Mobile Banking combined with your handheld's text messaging capabilities. **Message & Data rates may apply. For help, text "HELP" to 48179. To cancel, text "STOP" to 25215 at anytime.** In case of questions please contact customer service at **617-666-8600** or visit **www.winterhillbank.com**

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Program: **Winter Hill Bank** offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. **Message & Data rates may apply.** Customers will be allowed to opt out of this program at any time.

Questions: You can contact us at **617-666-8600** or send a text message with the word "**HELP**" to this number: **48179**. We can answer any questions you have about the program.

To Stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "**STOP**" to this number **25215**. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at anytime for any reason outside of the reasonable control of Winter Hill Bank or any service provider.

Privacy and User Information You acknowledge that in connection with your use of Mobile Bank, Winter Hill Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Winter Hill Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and otherwise permitted by law, including compliance

with court orders or lawful instruction from a government agency to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you Winter Hill Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content. Restrictions on Use You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use 'Mobile Banking or the Software' to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Winter Hill Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Winter Hill Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Winter Hill Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of 'Mobile Banking or the Software' the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software

Use of Google Maps You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other.

Mobiliti is offered as a free service of WINTER HILL BANK. There may be additional data costs related to the use of the Mobile Banking. You should review your current agreement or contact your mobile service provider for any charges that may apply for data usage on your phone.

“Smartphones” and Other Web Enabled Devices: You acknowledge that Smartphones and other Web Enabled Devices are subject to the same security risks as computers that are attached to the Internet and agree that it is your responsibility to maintain anti-virus and anti-spyware programs on such devices.

Addendum

Mobile Banking is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your account(s). The information contained within Mobile Banking and any related software is for informational purposes only. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through Mobile Banking may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through Mobile Banking. Additionally, not all of the products, services or functionality described on the online banking site(s) or your online banking agreement are available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service or functionality at any time.

Information available via Mobile Banking, including balance, transfer and payment information may differ from the information that is available directly through the Online Banking site without the use of a mobile device. Information available directly through online banking without the use of a mobile device may not be available via Mobile Banking, may be described using different terminology (including capitalized terms used in the Agreement or on our online banking site(s)), or may be more current than the information available via Mobile Banking, including but not limited to account balance information. The method of entering instructions via Mobile Banking may also differ from the method of entering instructions directly through the Online Banking without the use of a mobile device. Processing of payment and transfer instructions may take longer through Mobile Banking. We are not responsible for such differences including but not limited to delays, whether or not attributable to your use of the Mobile Banking.

Additionally, you agree that neither we nor our service providers will be liable for any errors in the content of information obtained or transmitted through Mobile Banking, or for any actions taken in reliance thereon (including, but not limited to, the type of alerts and other preferences selected by you). You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store. Any losses or charges incurred through loss of mobile device or the safeguarding or failure to safeguard passwords will remain your responsibility.

The Bank reserves the right to change these Terms and Conditions at any time. When material changes are made, we will notify you. You are solely responsible for providing updated addresses as necessary. Revised Terms and Conditions shall become effective at the earliest date allowed by applicable law or regulation. In the event of any conflict between the Mobile Banking Terms and Conditions and other terms and conditions related to your account(s) to which Mobile Banking and any related software may be applicable, the Terms and Conditions of Mobile Banking will prevail solely with respect to the conflicting provisions and solely to the extent of the conflict. Continued use of Mobile Banking and any related Software constitutes your agreement with and acceptance of this Agreement, as well as any future changes to these Terms and Conditions.

For a Print Version of these Terms and Conditions, access our full website at www.winterhillbank.com/mobile.

Exclusion of Warranties. The customer has requested that WINTER HILL BANK allow customer to access customer's accounts remotely by mobile phone utilizing the internet. Except as otherwise expressly stated in these Terms and Conditions on in the Agreement for Internet Banking, WINTER HILL BANK makes no representation or warranty, either express, implied or statutory, concerning the Services

including that any Software application provided by WINTER HILL BANK to facilitate mobile banking by customer through customer's mobile phone number will operate uninterrupted or error free. The customer expressly confirms acceptance and use of any Software application "as is" and without warranty of any character whatsoever, and customer assumes all risk of loss resulting from conducting mobile banking. Customer is exclusively responsible for providing mobile phone service compatible with the Services and any Software application provided by WINTER HILL BANK for the Services to be provided.

No Liability and Hold Harmless. WINTER HILL BANK will use commercially reasonable efforts and ordinary care to provide the customer with access to the Services in accordance with these Terms and Conditions. In no event, however, shall WINTER HILL BANK be liable for its failure to provide access to mobile banking services or for customer's failure to receive message service whether either as a result of an error in or interruption of any Software application or as a result of any failure or interruption of customer's mobile phone service or equipment. Without limiting the generality of the foregoing, WINTER HILL BANK shall not be liable to the customer for delays or errors occurring by reason of circumstances beyond the control of WINTER HILL BANK, including without limitation, the failure of communication networks and interference with or interruption of internet access or service, the failure of equipment, or any acts of civil, military, or banking authorities, national emergencies, labor difficulties, fire, flood or other catastrophes, acts of God, insurrection, war, riots, failure of transportation, failure of vendors, communication or power supply, or malfunction of or unavoidable difficulties with its equipment. WINTER HILL BANK is not liable for consequential, incidental, special or, exemplary damages or lost profits, even if the customer advises WINTER HILL BANK of the possibility of such damages.

Customer acknowledges and agrees that customer is solely responsible for protecting the confidentiality and security of customer's username and password, both of which are required in order to access banking information through mobile and internet banking. Customer acknowledges having been informed that the bluetooth application on customer's mobile phone equipment must be turned off when accessing mobile banking in order to protect the privacy and prevent theft of the User Information (Commonly referred to as "Bluesnarfing"). Customer acknowledges having been informed to never respond to an unsolicited text message ("Smishing"). The Bank will only use short codes to contact the customer when necessary via text messaging, know the Bank's short codes. Customer also acknowledges having been informed that self-hacking or "jailbreaking" a phone makes it extremely susceptible to malware, viruses, and other malicious programs.

Customer assumes and accepts all responsibility for the accuracy of all transactions performed or undertaken utilizing the Services made available by WINTER HILL BANK at customer's request. Customer shall hold WINTER HILL BANK harmless from and against any liability of any character attributable to customer's use of the Services.

Revised: September 12, 2012