



Fairfield County Bank

Member FDIC

1-877-431-7431

MOBILE BANKING SERVICE AGREEMENT

Mobile Banking Agreement and Disclosure

This Mobile Banking Agreement and Disclosure is an amendment to the Online Banking Agreement and Disclosure and provides consent for you to enroll in Fairfield County Bank's *Connect24*SM Mobile Banking Service (Mobile Banking). By enrolling in Mobile Banking, you agree to all the terms and conditions contained in this Mobile Banking Agreement and Disclosure (Agreement). The terms of this Agreement are in addition to those that apply to any account or service you have with us, our [Online Banking Disclosure and Agreement](#), [Consumer Customer Agreements](#), [Business Customer Agreement](#), and our [Privacy Policy](#). This Mobile Banking Agreement and Disclosure sets forth the terms and conditions for any use of *Connect24* Mobile Banking Services (the Service). By requesting and using the Service, you agree to all of the terms, conditions, and notices referenced or contained in this agreement and you accept full responsibility for the use of the service.

Within this Agreement, "Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking. "Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic and which is also capable of receiving text messages. You may be assessed fees by your wireless carrier for data or text messaging services. Please consult your wireless plan or provider for details. The terms "you," "your," and "customer," refer to each depositor on an account who is enrolled in Mobile Banking; the term "account" or "accounts" means your eligible FCB checking, savings, loans, certificates of deposit and any other FCB product linked to your Online Banking. We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by law. It is recommended that you read this agreement carefully and print it for future reference or you can print a copy from our website at www.fairfieldcountybank.com under [Online Disclosures](#).

Fairfield County Bank and you, the customer, agree as follows:

DESCRIPTION OF SERVICE

Mobile Banking is offered as a convenience and supplemental service to our Business and Personal Online Banking services. Mobile Banking is available to account holders only, who are enrolled in or eligible to enroll in FCB's Business or Personal Online Banking Service. Mobile Banking is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Fairfield County Bank account information, review balances and transaction history and transfer funds between your eligible accounts. Mobile Banking Services are for Business and Consumer account holders who are already enrolled in or are eligible to enroll in *Connect24* Online Banking.

MOBILE DEVICE REQUIREMENTS

Using *Connect24* Mobile Banking requires an Internet-enabled Mobile Device that supports 128-bit encryption and accepts text (SMS) messages. Your mobile carrier may charge you for Internet-related use and text (SMS) messages, so please see your mobile carrier for further details about these charges. You are responsible for providing your own Mobile Device to access Mobile Banking. The Mobile Device that you use may be subject to unauthorized tracking or other manipulation by "spyware" or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. You are responsible for all fees and charges you may incur to any mobile communication service provider or other third parties while using Mobile Banking. We are not a party to, and we have no duty, liability or responsibility with respect to or in connection with (i) your mobile communication service agreement, or (ii) any Mobile Device, hardware, software or other any product or service you may purchase from others relating to your use of Mobile Banking.

USER RESPONSIBILITY

You represent and agree to the following by enrolling in or using the Mobile Banking Service:

You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree to take every precaution to safeguard the message you need to retain for the next Mobile Banking login. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree to inform us of any change in phone number, loss of phone (for example, the phone being outside of your control) or any other change that might affect providing the Mobile Banking Service to you, the customer. You agree to accept all responsibility for any instructions sent to Fairfield County Bank from the Device and authorize us to act on these instructions. It is your responsibility to contact us if you know or suspect unauthorized use of your Access ID, password and/or PIN. You agree not to provide your Access ID, password, PIN or other access information to any unauthorized person. As a Fairfield County Bank *Connect24* Online Banking customer, you have chosen an Access ID and Password which allows you access to our service. You are responsible for keeping your Access ID and Password confidential and for ensuring that you have logged out when your session is complete to prevent unauthorized access. Please review our Online Banking Disclosure and Agreement for further information. If you permit other persons to use your Device, log in information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

TERMS AND CONDITIONS FOR ENABLING FINGERPRINT AUTHENTICATION WITH FAIRFIELD COUNTY BANK MOBILE BANKING

Fingerprint authentication is available for Touch ID™ capable iOS™ devices and Android™ devices that have compatible fingerprint support running Android 6.0 or higher. This is an optional authentication method offered by Fairfield County Bank to sign into Fairfield County Bank Mobile Banking. This feature requires enrollment of compatible devices after successfully logging into your account with your existing username and password (or Personal Identification Number - a "PIN"). After device enrollment, you will be able to use your fingerprints that were previously registered on the device to access your account. You will not be required to enter your username, password or PIN.

Fairfield County Bank neither controls the functionality of Touch ID or Android's fingerprint support, nor has access to your fingerprint information. Your account credentials are never stored on the device. You acknowledge that by enabling Fingerprint authentication, anyone who has a fingerprint stored on your device will have access to your personal and payment account information. You should only enable Touch ID if you're the only person who has registered fingerprints on your device or understand that anyone that has a fingerprint registered on your device, will have access to your account information. For your security, anytime a new fingerprint is added to your device, you will be required to re-enroll in this feature.

Touch ID™ is a trademark of Apple, Inc. Android™ is a trademark of Google Inc. Fingerprint Authentication is unsupported and may not work on devices that are Jailbroken, Rooted, have custom ROM's installed or are using applications not authorized by Apple or Google.

MOBILE BANKING TRANSFERS

You may use the Mobile Banking Service to transfer funds between your eligible FCB accounts (Internal Transfer). You may not transfer to or from an account at another financial institution using Mobile Banking. If you submit your transfer request prior to the 5:00 p.m. deadline on regular business days, your Internal Transfer will take place on the same business day. Transfer requests received after 5:00 p.m. Eastern Time on business days and all transactions which are requested on Saturdays, Sundays, or Bank holidays will be processed on the Bank's next business day. You must have sufficient funds available in the selected account at the time the transfer request is received. Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Consumer Customer Agreements. You may be subject to fees or account conversion if you exceed the transaction limits of your account using Mobile Banking or any other methods outlined in the Disclosure. Please see our schedule of fees and charges at <https://www.fairfieldcountybank.com/general-information/online-disclosures.html>. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

DISCLOSURES

Federal law requires that we obtain your consent before providing required account disclosures electronically. Therefore, your acceptance of this Agreement provides consent to us to deliver your required disclosures electronically. A copy of our disclosures may also be viewed by accessing Fairfield County Bank's website, www.fairfieldcountybank.com. The disclosures include but are not limited to [Check Clearing Policies](#), [Consumer Customer Agreements](#), [Business Customer Agreement](#), [Consumer Schedule of Charges](#), [Business Schedule of Charges](#), [Electronic Funds Transfer \("EFT"\) Agreement](#), [FDIC Insurance Coverage Notice](#), [E-Disclosure Agreement](#) and [Privacy Policy](#).

CHANGES IN TERMS OF USE

Fairfield County Bank reserves the right to modify this Agreement at any time. We agree to give you notice, if required, before the effective date of any such change, unless an immediate change is necessary to maintain the security of the service. We will notify you of any amendments to this Agreement by providing notice to you on Fairfield County Bank's website or forward it to you by e-mail or by US Postal Service. Any modifications to this service shall be effective the date provided within the notification posted on our website. If advance notice of the change is not required, and disclosure does not jeopardize the security of the electronic system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the Electronic Banking Services including Mobile Banking indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts. FCB has the right to rescind this agreement at any time and for any reason without advance notice. If any of the provisions of this Agreement conflict with any of the provisions of the terms, covenants or conditions of the Consumer Customer Agreements, or any other understandings, documents or agreements between Fairfield County Bank and you, the Customer, then the provision(s) of this Agreement, the Consumer Deposit Account Agreement, or other understandings, documents or agreements most favorable to Fairfield County Bank shall control.

DISCONTINUING MOBILE BANKING SERVICE

You can discontinue Mobile Banking at no charge and at any time. If you wish to discontinue this service you may send your request via our secure [Contact Us](#) form found at www.fairfieldcountybank.com, in writing to us at P.O. Box 2050 Ridgefield, CT 06877, in person at any one of our offices, or by phone at 877-431-7431.

LIABILITY

Fairfield County Bank makes no representations or warranties whatsoever with regard to Third Party Service Providers' products or services. Likewise, Fairfield County Bank makes no warranty of any kind, express or implied, that our Mobile Banking service will be uninterrupted. We do not, and cannot, warrant that the Service will operate without error, or that it will be available at all times. Accordingly, Fairfield County Bank shall not be liable for any loss, damage, whether direct or indirect, costs, charges or expenses incurred by you due to a delay in or the inability to provide the Mobile Banking Services. You agree that neither we nor our suppliers or our directors, officers or employees be held liable for any technical, hardware or software failure of any kind, any interruption in the availability of our service, any delay in operation or transmission, any incomplete or garbled transmission, virus, malware, loss of data or other similar loss. To the extent we may have breached any term of this consent and agreement, you agree that your sole remedy is to discontinue use of this service.

Indemnification: You agree to indemnify, defend and hold harmless Fairfield County Bank, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE AGREEMENTS GOVERNING THE TERMS OF ANY LICENSE RIGHT RELATING TO THE USE OR OPERATION OF MOBILE BANKING, MOBILE BANKING AND SUCH SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS. YOUR USE OF THE MOBILE BANKING SOFTWARE AND MOBILE BANKING SERVICES AND ANY MATERIAL OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED VIA MOBILE BANKING IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

I have read and agree with the Mobile Banking Agreement and Disclosure. I agree that I have reviewed this Agreement, understand the terms and conditions set forth, meet all requirements and that I do want to enroll in Mobile Banking for my eligible accounts and agree to be bound hereby.