

Online and Mobile Banking Terms and Conditions Agreement

This Online Banking Terms and Conditions Agreement ("Agreement") describes your rights and obligations as a user of the Online Banking Service ("Service"). It also describes the rights and obligations of Abington Bank. Please read this Agreement carefully. As an authorized account holder you must abide by the terms and conditions of this Agreement and those provided to you at account opening, in or to use this Service.

CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS

By selecting the "I Accept" button below, you are (1) acknowledging your receipt of the information listed below (2) agreeing that any contract you enter into with Abington Bank for the provision of certain Online Banking Services, may be in electronic form, and (3) agreeing that certain information that may be delivered in connection with the Services may also be in electronic form.

You are also acknowledging receipt of the following information and agree that:

- If you are a consumer, this Agreement supplements the Deposit Account Agreement which governs consumer deposit accounts, including the Electronic Fund Transfer Agreement and Disclosure.
- If you represent a business or other entity, including a sole proprietorship, this Agreement supplements the Business Deposit Account Agreement which governs deposit accounts held by non-consumer entities.
- We may provide you with the Agreement and any revisions and amendments thereto in electronic form, and that, if you choose to accept the Agreement, you are consenting to enter into and are entering into an agreement electronically that will govern all future transactions you conduct using this Service.
- We may provide you revisions and amendments to the Agreement and such other information, including but not limited to information under Regulation E, and under other applicable banking or financial services laws or regulations in connection with the Service, electronically as part of the Agreement or otherwise as part of the Services. While you may print and retain a copy of this Agreement or any information provided to you in relation to the Service, we only provide these documents electronically.
- You have a right at any time to withdraw, without service charges, your consent to receive information electronically. However, because the Agreement and the information are provided only in electronic format, your withdrawal of consent will terminate all the Services.
- If you wish to withdraw consent to receive information electronically, to terminate the Services, or to update your information such as a change of address, or email address, you may call the Bank at **781-878-0045** or write a letter and send it to:

Abington Bank
Attention: Online Banking Department
6 Harrison Avenue
Abington, MA 02351

- You are able to access information that is provided in the same manner as the information and the Services via the Online.

DEFINITIONS

The following definitions apply in the Agreement.

"Online Banking" is the Online based service providing access to your account(s) under the terms set forth in this Online Banking Terms and Conditions Agreement.

"Online Account" is an Abington Bank account from which you will be conducting transactions using a Service.

"Bill Payment" is the Online-based service providing payments to Abington Bank or to third parties from your designated bank account(s).

"Bill Payment Account" is the transaction account from which you are initiating a Bill Payment.

"Business Day" refers to Monday through Friday, excluding holidays as determined by Abington Bank. All Online transaction requests received after 8:00 p.m. EST, or on a non-Business Day, will be processed immediately, but will not appear in the online history until the following Business Day.

"Consumer" is a natural person.

"Consumer Account" is an account established primarily for personal, family or household purposes.

"Password" is a series of numbers and/or letters that you select after the initial sign-on that establishes your connection to the Service. Abington Bank will provide you with a code for use during the initial sign-on process.

"Payment Initiation Date" is the date you enter into Online Banking when setting up a bill payment.

"Time of day" references are to Eastern Standard Time.

"We", "us", "our" or "Bank" refer to Abington Bank, which offers the Services provided under the Agreement and holds the accounts accessed by the Services.

ACCESS TO SERVICES

The Bank will provide Online instructions describing how to use the Online Banking Service or Bill Payment Service. To gain access to this Service you will need your Access ID and your password.

HOURS OF OPERATION

The Services are generally available 24 hours-a-day, 7 days a week, except during special maintenance and upgrade periods, which routinely are scheduled between 12:00 a.m. and 5:00 a.m. Monday mornings.

USE OF YOUR SECURITY PASSWORD

The safety of our customers' accounts and account information is of paramount importance to the Bank. We go through great lengths to protect confidentiality and the security of your account, and urge you to do the same. You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. You agree to assume responsibility for all transactions initiated through the Services with your Bank User-ID, up to the limits allowed by applicable law. While the Bank continues to provide our customers with the level of Online security we believe necessary and appropriate, customers who share their User-IDs and Passwords are giving up the full benefit of our security measures and legal protections to which they may be entitled. The Bank will not be liable for any losses that may occur if you voluntarily give your Password to another person who makes transactions via the Services without your permission. No Bank representative will ever call and ask you for your Access ID or User Password.

IF YOUR PASSWORD HAS BEEN LOST OR STOLEN

If your Password has been lost or stolen, call the Bank immediately at 781-878-0045, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, and between the hours of 8:30 a.m. and 1:00 p.m. on Saturday. Abington Bank is closed on federal holidays. Telephoning the Bank is the best way of minimizing your losses. You may also restore the security of your Service by immediately changing your Password. If you are a consumer and you believe your Password has been lost or stolen, you can lose no more than \$50.00 if someone uses your Password to conduct unauthorized electronic funds transfers from your consumer account without your permission. If you represent a business or other entity (including a sole proprietorship) you acknowledge the business or entity assumes all liability for the unauthorized use of its Password.

BANKING TRANSACTIONS WITH ONLINE BANKING

In addition to viewing account information, you may use Online Banking to conduct the following transactions:

- Transfer funds among your linked checking, savings, money market, loan and line of credit account
- Initiate bill payments
- Initiate stop payments for a paper check you have written from your checking account
- Transfer funds to another Abington Bank customer's account.

NOTE: Because regulations require Abington Bank to limit pre-authorized transfers (including Online Banking transfers), the following limitations apply:

- Statement Savings Account - You can make no more than six (6) transfers per statement period by pre-authorized or automatic transfer, or by telephone or Online Banking.
- Money Market Savings Account - You can make no more than six (6) transfers per statement period by

pre-authorized or automatic transfer or by telephone, Online Banking, check, draft or debit card.

New services may be introduced for Online Banking from time to time Abington Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

BILL PAYMENT SERVICE

The Bill Payment Service permits you to use your Online-enabled device to direct payments from your designated Online Bill Pay Account to third parties you wish to pay and who accepts Bill Payment Services.

Through the Bill Payment Service, you can pay bills from your Bill Pay Account to:

- Business Payees - any business, merchant, or professional that generates a bill or invoice for products or services provided to you on your behalf and that has an address we can verify.
- Individual Payees - payments made to individuals, family or friend for non-business purposes.

You may set up the following types of bill payments:

- Single Payments - a payment to be made to a payee one time.
- Recurring Payments - payments of fixed amounts to a single payee at recurring intervals (e.g., weekly, bi-weekly, monthly, bi-monthly, quarterly, annually, or semi-annually).

All payments you make will be deducted from the account that you designate as your Bill Pay Account on the Payment Initiation Date. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict or limit the number of transactions processed through this Service from time to time. Further, we reserve the right to check your credit history at enrollment and obtain follow up credit history reports at a later date.

You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments or court ordered payments (e.g., alimony or child support payments). Payments, additional fees, fines, penalties or other losses associated with payments to these payees that are delayed or improperly addressed or credited are your sole responsibility.

Funds must be available in your Bill Pay Account, including overdraft lines of credit, on the scheduled Payment Initiation Date. If the Payment Initiation Date falls on a non-Business Day (i.e., Saturday, Sunday or holiday), funds must be available in your Bill Pay Account the following Business Day (e.g. Monday). After funds are withdrawn from your Bill Pay Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

If your Bill Pay Account does not have sufficient available funds to make a payment as of the Payment Initiation Date, the payment will be canceled and no further attempt will be made by the Bank to make the transfer or payment. The Bank will attempt to notify you by e-mail or U.S. Postal Mail, but the Bank shall have no obligation or liability if it does not complete a transfer or payment because there are insufficient available funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through the Bill Payment Service. In the case of recurring payments, only the payment currently scheduled will be canceled. Recurring payments scheduled for future dates will not be effected. In the event you have sufficient funds to make some, but not all, of the bill payments scheduled for a particular payment date, the Bank may use such method as the Bank, in its sole discretion, may elect in determining which payments to complete.

You must schedule the Payment Initiation Date at least (7) Business Days before any Payment Due Date (that is the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other action taken by the payee. If the actual due date falls on a non-Business Day, you must select a scheduled payment date that is at least one (1) Business Day prior.

If the session during which you schedule a payment or transfer ends by 7:00 P.M. EST, the Bank will be considered to have received it on that day. Otherwise, it will be considered received the following Business Day. For all entries made using the service, the time recorded by the Online Banking service controls.

You may cancel or change a scheduled payment by using the payment screens in the Bill Payment Service. Payments must be changed or canceled using the Bill Payment Service prior to 7:00 P.M. EST on the Business Day the transaction will be initiated. If you ask us to cancel a payment after it is issued and we agree to do so, we will charge you a stop payment fee to stop the bill payment. Stop payment orders, whether oral, written or electronic, will be in effect for a period of six months. If requested by the Bank, you will confirm any stop payment order in writing within 14 days. After six months, any stop payment will terminate and must be renewed to continue in effect. The Bank may pay any item that is presented following the lapse of any stop payment order.

BILL PAYMENT GUARANTEE

The Bank reserves the right to refuse any transaction if the Bank believes such refusal is necessary for security reasons, without any liability for damages or fees. However, if we do not properly complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will reimburse you for any late payment fees or penalties you are charged up to a maximum of \$50.00 per scheduled payment. In order to be eligible for reimbursement, you must meet each of the following conditions:

- You must properly schedule the payment to be initiated on a date at least seven (7) Business Days prior to the bill's actual due date. This means that you must initiate a single payment before 7:00 P.M. EST on a Business Day at least seven (7) days prior to the bill's actual due date. For recurring payments, this means that you must allow additional time for months in which weekends or holidays reduce the number or Business Days between the recurring Payment Initiation Date and the bill's actual due date.
- You must provide us with the correct Payee name, address, phone number and account information, and with the correct payment amount.
- On the Payment Initiation Date your checking account must contain sufficient available funds, including overdraft lines of credit, to complete the payment.
- The late payment fee or penalty, or the method of its calculation, must be published by the payee prior to the bill's actual due date.
- The Service will not process any payments less than \$1.00 or greater than \$10,000.
- You can schedule a Payment Due Date up to one year in advance.

STATEMENTS

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

IF YOUR STATEMENT SHOWS TRANSFERS THAT YOU DID NOT MAKE

If your statement shows transfers that you did not make, notify the Bank immediately at **781-878-0045**, or write a letter and send it to:

Abington Bank
Attention: Online Banking Department
6 Harrison Avenue
Abington, MA 02351

If you do not notify the Bank within sixty (60) days after the statement was mailed to you, you may not recover any money lost after the sixty (60) days which would not have been lost if the Bank had been notified in time.

ERRORS AND QUESTIONS

In case of errors or questions regarding an Online Banking or Bill Payment transaction, you may call the Bank at **781-878-0045**, or write a letter and send it to:

Abington Bank
Attention: Online Banking Department
6 Harrison Avenue
Abington, MA 02351

We must hear from you at the specified telephone number or address no later than sixty (60) calendar days after we sent you the first statement on which the problem or error appeared. We will need:

- Your name and account number
- A description of the error or the transfer in question, and an explanation concerning why you believe it is an error or need more information.
- The dollar amount of the suspected error.
- The date on which it occurred.

If the report is made orally, we may require that you send the complaint or question in writing within ten (10) business days from your initial contact. We will notify you with the results of the investigation within ten (10) business days, (twenty (20) business days for new accounts), after you contact us and will correct any error promptly. If more time is needed, however, we may, at our sole discretion, take up to forty-five (45) calendar days (ninety (90) calendar days for new accounts and foreign initiated or Point of Sale transfers) to investigate a complaint or question. If this occurs, we will credit your account within ten (10) business days (twenty business (20) days for new accounts), for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within ten (10) business days from your original contact, we may not credit your account until the investigation is completed. The extended time periods for new accounts apply to all electronic transfers that occur within the first thirty (30) days after the first deposit to the account is made.

If we determined that no error occurred, we will send you a written notice within three (3) business days. You may ask for copies of the documents that we used in our investigation and we will make these available to you for your inspection. For a reasonable fee covering our duplication costs, we will provide you with copies of any such documents which you request. Please refer to our "Fee Schedule" for the amount of this fee.

LIMIT OF RESPONSIBILITY

The Bank agrees to make reasonable efforts to ensure full performance of Online Banking. The Bank will be responsible for acting only on those instructions sent through Online Banking which are actually received, and cannot assume responsibility for circumstances over which the Bank has no direct control. This includes, but not limited to, the failure or malfunctions in communication facilities, which may affect the accuracy or timeliness of messages you send. The Bank is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information you receive from the Bank is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment or other decision made using this information.

The Bank is not responsible for any fees incurred for Online access, or for any computer virus or related problems that may be attributable to services provided by any Online access service provider.

You are responsible for obtaining, installing, maintaining and operating all computer hardware and software necessary for performing Online Banking. The Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software. It is your responsibility to install and periodically update virus protection software on your computer and to routinely scan your computer using an up-to-date virus protection product.

The limit of the Bank's liability shall be expressly set forth herein. Under no circumstances will the Bank be liable in contract, tort or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Services, you agree to waive any and all right to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

Abington Bank's RESPONSIBILITY

The Bank will be responsible for your actual losses if they were directly caused by our failure to:

- Complete an Electronic Funds Transfer as properly requested.
- Cancel an Electronic Funds Transfer as properly requested.

However, we will not be responsible for your losses if:

- Through no fault of the Bank, you do not have enough money in your account to make the transfer.
- Through no fault of the Bank, the transaction would have caused you to exceed your available credit.

- Circumstances beyond our control (e.g., fire, flood, power outage, mail delivery delays, equipment or technical failure or breakdown) prevent the transfer, despite precautions that we have taken.
- There is a hold on your account, or if access to your account is blocked in accordance with banking policy.
- Your funds are subject to legal process or other encumbrance restricting the transfer.
- Your transfer authorization terminates by operation of law.
- You believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
- You have not properly followed the scheduling instructions, included in this Agreement, to make a transfer or the Payee refuses the Service.
- For the failure of any payee to correctly account for or credit the payment in a timely manner.
- We have received incomplete or inadequate information from you or a third party involving the account or transfer.
- For changes to the payee's address or account number (unless you have advised us of the change within three (3) business days in advance).
- We have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring, or if you default under this Agreement, the Deposit Account Agreement, Business Deposit Account Agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this Agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

ELECTRONIC MAIL

If you send the Bank an electronic mail message through the Service, the Bank will be deemed to have received it on the following Business Day. Emails will be answered within a reasonable timeframe.

You should NOT rely on electronic mail if you need to communicate with the Bank immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur).

You agree that the Bank may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by the Bank shall be considered received within three (3) days of the date sent by the Bank, regardless of whether or not you sign on to the Service within that time frame.

OTHER AGREEMENTS

In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at the Bank, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures. We will automatically deduct any fees related to this Service from your Bill Pay account each month. All terms and conditions of the disclosures provided to you at account opening, including, but not limited to, the Truth in Savings, Electronic Fund Transfer Agreement and Disclosure, Deposit Account Agreement, and Business Deposit Account Agreement apply to this Service.

MODIFICATIONS TO THIS AGREEMENT

The Bank may modify the terms and conditions applicable to either Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to have received it three (3) days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

DISCLOSURE OF INFORMATION TO THIRD PARTIES / PRIVACY POLICY

You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release Abington Bank and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. When necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. To an attorney or collection agency employed by us; or
4. In order to comply with government agency or court orders; or
5. When the person is authorized to have access to our records as part of their official duties; or
6. With your written consent that expires forty-five days after receipt by us.

A copy of the Bank's Consumer Privacy Statement is available upon request at any of our branches, or can be mailed to you upon request by calling the Bank at 781-878-0045, or by writing a letter and sending it to:

Abington Bank
Attention: Customer Service
6 Harrison Avenue
Abington, MA 02351

You can also access our Privacy Policy online by clicking on the Privacy Policy icon on the Bank's website: www.abingtonbank.com.

INACTIVITY/TERMINATION

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services.

We can terminate your Online Banking privileges (including the Bill Payment Service) under this Agreement without notice to you for any reason or if you do not pay any fee required by this Agreement when due, if you do not comply with the Agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive one hundred twenty (120) day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

To cancel the Online Banking and/or Bill Payment Service, you must notify the Bank. Your notification should include your name, address and the effective date to stop the service(s). When Bill Payment is terminated, any pre-scheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment Service will be assessed, if applicable, at the end of your statement cycle. You may notify the Bank by one of the following methods:

- By calling **781-878-0045**
- By writing a letter and sending it to:

Abington Bank
Attention: Online Banking Department
6 Harrison Avenue
Abington, MA 02351

GOVERNING LAW

This Agreement is governed by the laws of the Commonwealth of Massachusetts and applicable federal law(s).

FEE SCHEDULE

The Bank offers the benefits and convenience of the Online Banking service to you at no monthly charge. Account research, stop payment charges and Bill Pay Services will be assessed at the rates published in the Bank's Schedule of Fees and deducted from your Bill Pay Account or another account you hold at the Bank.

These fees are subject to change. The Bank will notify you in writing regarding any fee changes at least twenty-one (21) days in advance of the effective date of these changes.

MOBILE BANKING AGREEMENT AND DISCLOSURE

Abington Bank offers their customers mobile access to their account(s) using smartphone mobile apps compatible with the mobile operating systems iOS and Android. (iOS is developed by Apple Inc. Android is developed by Google.) The mobile apps offer the same functions available via the web-based banking application. For example, the mobile apps allow customers to make several forms of account transfer, and to access account information (e.g., for checking balances and recent transactions). The mobile apps also allow customers to establish email alerts that can alert the customer to a wide variety of account-related events (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship and a valid email address. 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 **781-878-0045**. We can answer any questions you have about the program.

Terms & Conditions: To participate in Mobile Banking, you will also be required to agree to terms and conditions dictated by your wireless carrier of choice.

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

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, Abington Bank and its affiliates and service providers 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"). Abington 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 as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Abington 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 Abington 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 Abington 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 Abington 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 COCC 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 or other URLs as may be updated by Google.

Abington Bank Mobile Banking Agreement and Disclosure. The Mobile Banking Agreement and Disclosure states the terms and conditions that you agree to by using our Mobile Banking service. This agreement supplements the Abington Bank Deposit Account Agreement and Disclosures, Online Banking Terms and Conditions Agreement, and any other agreement between you and Abington Bank.

The terms "you" and "your" refer to any persons subscribing to the Mobile Banking Service. The terms "We", "us", "our", and "Bank" refer to Abington Bank. The term "Mobile Banking" refers to the services accessible from the Device you have registered with us. "Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. The term "account" or "accounts" means your eligible Abington Bank checking, savings, loans, certificate of deposits and any other Abington Bank product linked to your Online Banking. We may offer additional Mobile Banking services and features in the future. Any such added services and features will be governed by the agreement and by any terms and conditions provided to you at the time the new service or feature is added and/or at the time of enrollment for the new feature or service, if applicable. From time to time we may amend these terms and modify or cancel the Mobile Banking service 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.

Mobile Banking Program Description. Customers may select the type of mobile services they wish to enroll in. This program will be ongoing. Customers will be allowed to opt out of this program at any time. Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. Mobile Banking is available to account holders who are enrolled in or eligible to enroll in Abington Bank's 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.

Account Eligibility and Enrollment. Mobile Bank is available to any persons who have subscribed to Abington Bank's Online Banking Service and has an account in good standing.

Available Services. Mobile Banking allows you to access your Abington Bank account information, review balances and transaction history, transfer funds between your eligible Abington Bank accounts, and pay bills with our bill pay service. The Mobile Text Messaging Service does not allow for transfers between accounts. Mobile Banking Services are for accounts holders only, who are already enrolled in or are eligible to enroll in Online Banking.

Limitations on Frequency of Transfers. Each transfer from a statement 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 Deposit Account Agreement or Business Deposit Account Agreement.

Liability. Abington Bank makes no representations or warranties whatsoever with regard to Third Party Service Providers' products or services. Likewise, Abington 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, Abington 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 Abington 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.

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.

The following supplemental Terms of Use ("Supplement") applies to features related to the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. If features are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement, then the terms in this Supplement shall apply.

1. The alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Abington Bank to discontinue the alerts and controls.
2. To the extent this Mobile Banking App allows you to access third party services, Abington Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
3. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.
4. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
5. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Abington Bank Alerts Terms and Conditions

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply. Alerts. Your enrollment in Abington Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Abington Bank account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the More menu within Abington Bank Mobile Banking. Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Abington Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Abington Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Limitations. Abington Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Abington Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Abington Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, Abington Bank and its affiliates and service providers, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. Abington 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, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.