Mobile Banking Agreement and Disclosure

Introduction:

State Bank of Waterloo (SBW) strives to provide the highest quality Mobile Banking Service (Service) available. By using this application, you agree to all the terms and conditions contained in this Agreement and Disclosure (Agreement).

We may offer additional Mobile Banking services and features in the future. Any added Service(s) and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Service or feature is added. These terms and conditions may be modified or cancelled from time to time without notice, except as required by Law.

Definitions:

As used in this Agreement and Mobile Banking services, the following words will have the definitions given below:

"Account(s)" means your eligible State Bank of Waterloo savings, checking, certificate of deposit, loan or other product information, which can be accessed through the Mobile banking service.

"Agreement" means this Mobile Banking Agreement.

"Device" means a supportable mobile device including a cellular phone, smart phone, or other mobile device that is web-enabled and allows Secure Sockets Layer "SSL" traffic capable of receiving text messages. **Your wireless carrier may assess fees for data, text messaging, or web services. Please consult your wireless plan provider for details.**

"Mobile Banking" means the banking services accessible from the Device.

"We," "Us," and "Bank" means State Bank of Waterloo.

"Website" means State Bank of Waterloo's website: http://www.statebankofwaterloo.com

"You" and "Your(s)," means each person with authorized access to your Account(s) who applies and uses the Mobile Banking service.

Mobile Banking Service

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It 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 State Bank of Waterloo account information, use bill pay, transfer funds between your accounts and view history of banking transactions.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Mobile Banking Service at any time.

Mobile Banking may not be accessible over some network carriers. In addition, the Mobile Banking Service may not be supportable for all Devices. State Bank of Waterloo cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

You agree to accept responsibility for learning how to use Mobile banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with the service. We may modify the Mobile Banking Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use the service as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Mobile Banking Service or your Device.

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for uses of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations, and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this Mobile Banking Service is also subject to the Account Agreements and Disclosures provided at time of Account opening. You should review the account disclosures carefully, as they may include transaction limitations and fees, which might apply to your use of Mobile Banking.

Equipment and Software

SBW does not guarantee that your device or mobile phone service provider will be compatible with Mobile Banking. Mobile phones and other devices with Internet capabilities are susceptible to viruses. You are responsible to ensure that your device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as "viruses") which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. SBW will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses. SBW will also not be responsible if any non-public personal information is accessed via Mobile Banking due to any of the above named viruses residing or being contracted by your device at any time or from any source.
SBW is not responsible for errors or delays or your inability to access the service caused by your device. We are not responsible for the cost of upgrading the device to remain current with the service. We are not responsible for any damage to the device or the data within.

Permitted Mobile Banking Transfers

You may use the Mobile Banking Service to transfer funds between your eligible State Bank of Waterloo accounts (Internal Transfer). You may not transfer to or from an Account at another financial institution using our Mobile Banking Service.

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 limited transactions permitted each monthly statement cycle period, as described in the Deposit Account agreement and Disclosures.

We may also limit the type, frequency and amount of transfer for security purposes and may change or impose limits without notice, at our option.

Fees

There is no monthly charge for accessing Mobile Banking. Other fees may be assessed and billed separately by your Device provider. All telephone or wireless charges associated with Mobile Banking are your responsibility. All other fees, which have been separately disclosed to you in connection with your account(s), will continue to apply to those account(s) and to your Mobile Banking.

Responsibilities

Account Ownership/Correct Information: You represent that you are the legal owner of the Accounts and other financial information, which may be accessed using 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 represent that you are an authorized user of the Mobile Device you will use to access mobile Banking.

Security

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide any of your access information to any unauthorized person. If you permit other persons to use your Mobile Device, login information or any other means to access Mobile Banking, you will be held responsible for any transactions they authorize and we will not be liable for any damages resulting to you.

We make no representations that Mobile Banking will be available for use in locations outside of the United Sates. Accessing Mobile Banking from locations outside of the United Sates is at your own risk.

Conduct

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would be considered illegal.

Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless State Bank of Waterloo its officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs caused or arising from (1) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Mobile Banking Service; (2) your violation of any law or rights of a third party; or (3) your use, or use by a third party of Mobile Banking.