

November 16, 2022

MOBILE BANKING APP TERMS AND CONDITIONS

Thank you for using the Mobile Banking Services (“Services”) and any related Software (“Software”) provided by North Shore Bank (“Financial Institution”) combined with your handheld's text messaging capabilities. Financial Institution in its discretion may modify these Terms and Conditions at any time. Standard messaging charges apply. Message & Data rates may apply. For help, text "HELP" to 39872. In case of questions please contact customer service at 877-672-2265 or visit contactus@northshorebank.com.

1. Terms and 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, MetroPCS. 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 North Shore Bank or any service provider.

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.

2. Questions. You can contact us at 877-672-2265, or send a text message with the word "HELP" to this number: 39872. We can answer any questions you have about the program.

3. Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, North Shore 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”). North Shore 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. North Shore 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.

4. 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 North Shore 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 North Shore 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 North Shore 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.

5. 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>, or other URLs as may be updated by Google.

6. Additional Considerations. 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.

MOBILE DEPOSIT AGREEMENT ADDENDUM TO MOBILE BANKING APP TERMS AND CONDITIONS

This Agreement contains the terms and conditions for the use of the North Shore Bank remote deposit capture services (the "Services") that North Shore Bank, ("North Shore Bank", the "Bank", "our," "us," or "we") may provide to you ("you," or "your"). This Agreement supplements the terms of other agreements you have entered into with the Bank, including the Understanding Your Deposit Guidelines or Understanding Your Business Deposit Guidelines (Account Agreement/s) and their related fee schedules and disclosures that govern the terms, conditions and fees of your deposit account(s) with us, each as may be amended from time to time. In the event of a conflict between the terms of this Agreement and your Account Agreement the terms of this Agreement shall control as it regards the provision of the Services.

1. Services. The Services are designed to allow you to make deposits to a checking account (Currently savings or money market accounts are unavailable for this Service). that you designate during the enrollment process (each such account hereinafter referred to as a "Deposit Authorized Account") from home or other remote locations by taking a picture (scan) of the check by an authorized mobile device and delivering the images and associated deposit information to the Bank. By using the Services, you authorize the Bank to convert checks to images or create substitute checks for the purpose of clearing the check. The Bank reserves the right to change the Services at any time and in any manner in its sole discretion. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

2. Fees. For current fees, please refer to the Services & Fees Schedules for business and personal accounts. For personal accounts, we may, upon at least 30 days prior notice to you, to the extent required by Applicable Law, charge and/or change a fee for use of the Service. For business accounts, we will provide prior notice to the extent required by Applicable Law, of any charge and/or change for use of the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the Service fee that has been disclosed to you. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time.

3. Limitation of Services. When using the Services, you may experience technical or other difficulties. We are not responsible for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements that will be disclosed to you on our web site. We reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

4. Eligible Checks. You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to the Bank shall be deemed an "item" within the meaning of the Uniform Commercial Code. You agree that you will not use the Services to scan and deposit any: a) Checks payable to any person other than you. b) Checks made payable to a business may only be deposited into the business account. c) Travelers checks. d) Checks containing alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn. e) Checks previously converted to a substitute check, as defined in Reg CC. f) Checks drawn on a financial institution located outside the United States. g) Checks that are remotely created checks, as defined in Reg CC. h) Checks not payable in United States currency. i) Checks dated more than 6 months prior to the date of deposit. j) Checks prohibited by the Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Account Agreement. k) Checks where the numerical and written amount are different. l) Checks that have been previously returned unpaid by the financial institution on which they are drawn. m) Checks that are payable to cash. n) Checks with endorsement restrictions except as set forth in the Endorsements and Procedures Section in this Agreement. o) Checks beyond any stated use date.

5. Image Quality. The image of a check transmitted to the Bank using the Services must consist of legible images of the front and back of the check. The image that is transmitted must be of such quality that the following information can easily be read by sight review of the image: a) The amount of the check; b) The payee; c) The drawer's signature; d) The date of the check, e) The check number; f) Information identifying the drawer and the paying bank that is preprinted on the check in the MICR line, including the routing transit number, account number, check amount when encoded, serial number and process control field. The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. The Bank is not required to process any check image (check image: electronically submitted picture of front and back of check) that is prohibited from being presented, that does not contain the information required, that is not legible or that is prohibited under this Agreement, your Account Agreement or Applicable Law. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item or from any inaccurate information you supply regarding the check or item.

6. Endorsements and Procedures. You agree to restrictively endorse any check transmitted through the Services as "For North Shore Bank Mobile Deposit Only" along with your signature/s or as otherwise instructed by the Bank. When depositing a check made payable to a business, you agree to restrictively endorse any check transmitted through the Services as "For North Shore Bank Mobile Deposit Only" along with said business name. This check may only be deposited into the business account the check is made payable to. You agree to follow any and all other procedures and instructions for use of the Services as the Bank may establish from time to time. Improper endorsement may result in rejected deposit.

7. Receipt of Check Images for Deposit. We reserve the right to reject any check image transmitted through the Services, at our discretion, without liability to you. We are not responsible for check images we do not receive or for images that are dropped or become corrupted or illegible during transmission. All check images processed for deposit thru this Service are subject to our verification and final inspection by us. Deposits received by 6:00 pm Central Time (Cut-off time) on a Business Day* will be reviewed for acceptance on that Business Day. If you transmit your check image to us after the Cut-Off Time on any Business Day, we shall review and process your check image on the next Business Day. We will use commercially reasonable efforts to review and process your check image. Receipt of confirmation does not mean that the transmission was error-free or complete, or that your Deposit Authorized Account will not be charged back for the amount of the deposit and any applicable returned deposited item or other fee under the Account Agreement if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn. Deposit Limits. There is currently no limit on the number of Deposit Transactions (Deposit Transactions: electronically submitted deposits via mobile deposit to your Deposit Authorized Account) you may initiate. However, we reserve the right to impose limits on the amount(s) and/or number of Deposit Transactions that you make using the Service and to modify such limits from time to time. The current daily amount that can be deposited thru this Service on any one Business Day is \$3,500.

8. Availability of Funds. Funds deposited using the Services and received and accepted before 5 PM Central Time on a Business Day will generally have next Business Day availability.

9. Retention of Original Check. When the check image you have submitted to us for deposit has been credited to your Deposit Authorized Account, you must retain the physical check securely for a period of 60 days. You must store the check securely, using precautions at least as secure as you would use to protect blank checks. You must make the original paper check available to us at our request at any time. If you fail to produce the original check within 10 days of our request during the 60 day period, you authorize us to deduct the amount in question for your Deposit Authorized Account, regardless of whether such deduction may result in a negative balance on your account and to pay any such associated fees. At the expiration of the 60-day period, you must securely destroy the original paper check by cross shredding or another commercially reasonable means of destruction.

10. Presentment. The manner in which the checks and other transactions are cleared, presented for payment, and collected shall be in the Bank's sole discretion, subject to the terms of your Account Agreement.

11. Hardware and Software. Services currently work with a variety of mobile devices and tablets. See northshorebank.com for current hardware specifications. The Bank is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. You understand and agree that you are solely responsible for any Internet, cellular, data download and other charges that your Internet service provider or wireless service provider may impose for your access to the Internet or download of an application to use the Services.

12. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (a) WILL MEET YOUR REQUIREMENTS, (b) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (c) RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT (d) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

13. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THESE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF

14. Your Warranties to North Shore Bank. You represent and warrant to North Shore Bank that: a) You are the owner or authorized signer of the Deposit Authorized Account(s) that you registered with the Services; b) You will not transmit any checks that are deemed ineligible under the terms of this Agreement; c) The check images you transmit using the Services will meet the image quality standards outlined in this Agreement and/or on the Services website; d) You will not transmit duplicate checks; e) You will not deposit or re-present the original check; f) All information you provide to the Bank in connection with the Services is accurate, true and complete; and You will comply with this Agreement and Applicable Law. FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (i) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICE, (ii) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT NORTH SHORE BANK PROVIDES YOU WITH RESPECT TO THE SERVICE AND (iii) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY NORTH SHORE BANK IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.

15. Indemnification. You will indemnify, hold harmless and/or reimburse the Bank for any and all losses, costs, suits, damages, claims, liabilities and expenses, including reasonable attorneys' fees and expenses (collectively, the "Losses") the Bank may incur: a) Associated with any breach of any representation, warranty, covenant, agreement or obligation under this Agreement; b) On the account of any check not meeting substitute check standards under Applicable Law; c) Due to your duplicate presentment of any eligible check; d) The Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed to be you or an authorized signer on your Deposit Authorized Account; e) Due to your failure to report required changes regarding your Deposit Authorized Account or your transmission of incorrect data to the Bank, and/or f) Your breach of Applicable Law.

Your indemnification obligations under this section will survive your cancellation of the Services or termination of this Agreement.

16. * A "Business Day" is every day except Saturdays, Sundays, and federal holidays.

17. Touch ID™ for Mobile Banking. Touch ID is an optional fingerprint sign-in method for North Shore Bank Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at apple.com/support). Fingerprints are stored on your device only and North Shore Bank never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within North Shore Bank Mobile Banking. North Shore Bank reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the Services menu within North Shore Bank Mobile Banking. Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for North Shore Bank Mobile Banking is only available on compatible iOS devices.

MY CARD MANAGER

1. The card management feature is offered by North Shore Bank (referred to herein as "Card Controls", "**us**", "**we**" or "**our**") for use by North Shore Bank cardholders North Shore Bank's card management feature is intended to allow you to initiate certain payment card related activities for your enrolled North Shore Bank (s) via the card management feature. Those activities may include the ability to but not limited to:

- Register the card
- Activate and deactivate the card
- Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off ("**Controls**")
- Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases ("**Alerts**")
- View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information)
- Report your card as lost or stolen
- Review your spending by merchant type and/or by month
- View a list of merchants storing your card information for recurring or card-on-file payments

2. The card management feature may enable access to North Shore Bank third parties' services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that you accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at http://maps.google.com/help/terms_maps and the

Google Legal Notices found at https://www.google.com/help/legalnotices_maps/, or such other URLs as may be updated by Google. To the extent the card management feature allows you to access third party services, North Shore Bank and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to you.

3. You agree to allow us to communicate with you via push notification, SMS and/or email, with respect to the activities performed via the card management feature. Data fees may be imposed by your mobile provider for the transmission and receipt of messages and Alerts.

4. North Shore Bank reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in North Shore Bank's card management feature.

5. **Availability/Interruption.** You acknowledge that the actual time between occurrence of an event ("**Event**") triggering a selected Control or Alert and the time the notification of such event is sent to your mobile device ("**Notification**") is dependent on a number of factors including, without limitation, Your wireless service and coverage within the area in which you are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, "**Commands**") are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to your mobile device in all areas.

6. If you registered to receive Notifications to your mobile device, the card management feature is available when you have your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card management feature is subject to transmission limitations and service interruptions. North Shore Bank does not guarantee that the card management feature (or any portion thereof) will be always available or in all areas.

7. You acknowledge and agree that certain functionality with the card management feature may not be available for all transactions. Commands based upon the location of the mobile device where the card management feature is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant's registered address.

8. You acknowledge and agree that neither North Shore Bank nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither North Shore Bank nor its third-party service providers shall be liable to you if you are unable to receive Notifications or process Commands successfully on your mobile device in your intended area.

Go to <https://www.northshorebank.com/onlbnkterms> for complete Terms and Conditions for North Shore Bank's Personal Online Banking service.