Terms and Conditions:   First Federal Savings Bank

Thank you for using First Federal Savings Bank Mobile Banking combined with your handheld's text messaging capabilities.  Message & Data rates may apply. For help, text "HELP" to 48179 To cancel, text "STOP" to 25215 at any time. In case of questions please contact customer service at ecommerce@fbei.net or 866-492-8123 or visit www.firstfedevansville.com.

Terms and Conditions

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

Questions: You can contact us at ecommerce@fbei.net or 866-492-8123 or send a text message with the word "HELP" to this number: 48179. We can answer any questions you have about the program.

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

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

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

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

Privacy and User Information.  You acknowledge that in connection with your use of Mobile Banking, First Federal Savings 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”).  First Federal Savings 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. First Federal Savings 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 First Federal Savings 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 First Federal Savings 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 First Federal Savings Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or(viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party.  You agree that you will not attempt to:  (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party’s account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d)otherwise abuse Mobile Banking or the Software.

Use of Google Maps:  You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms\_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legalnotices\_maps.html, or other URLs as may be updated by Google.

Mobile Remote Deposit Capture User Agreement

This Mobile Check Deposit User Agreement ("Agreement") contains the terms and conditions for the use of FIRST FEDERAL SAVINGS BANK Mobile Check Deposit and/or other remote deposit capture services that FIRST FEDERAL SAVINGS BANK or its affiliates ("FIRST FEDERAL SAVINGS BANK", "us," or "we") may provide to you ("you," or "User"). Other agreements you have entered into with FIRST FEDERAL SAVINGS BANK, including the Account Agreement as applicable to your FIRST FEDERAL SAVINGS BANK account(s), are incorporated by reference and made a part of this Agreement.

1. Services. The mobile remote deposit capture services("Services") are designed to allow you to make deposits to your checking or money market accounts from home or other remote locations by your camera-enabled mobile device capable of capturing check images and information and electronically delivering the images and associated deposit information to FIRST FEDERAL SAVINGS BANK or FIRSTFEDERAL SAVINGS BANK’s designated processor. The device must capture an image of the front and back of each check to be deposited, must read and capture the magnetic ink character recognition(“MICR”) line on each check; and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment. The bank offers the benefits and convenience of the Services to you free. The Bank reserves the right to charge fees for the Services in the future; before such a fee would be charged we would disclose this thirty days prior to this change in accordance with section titled Acceptance of These Terms.

2. Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, mail, text message, or on our website(s) by providing a link to the revised Agreement or by an online secure message. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, FIRST FEDERAL SAVINGS BANK reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services.

3. Limitations of Service. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and 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. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software. FIRST FEDERAL SAVINGS 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.

5. Fees. A fee may be charged for the Service. You are responsible for paying the fees for the use of the Service. Any fee that is charged will be disclosed prior to your deposit. FIRST FEDERAL SAVINGS BANK may change the fees for use of the Service at any time pursuant to the section titled “Services” and "Acceptance of these Terms" above. You authorize FIRST FEDERAL SAVINGS BANK to deduct any such fees from any FIRST FEDERAL SAVINGS BANK account in your name.

6. Eligible items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to FIRST FEDERAL SAVINGS BANK is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

-             Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into

-             Checks containing an alteration 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 is drawn

-             Checks payable jointly, unless deposited into an account in the name of all payees.

-             Checks previously converted to a substitute check, as defined in Reg. CC.

-             Checks drawn on a financial institution located outside the United States.

-             Checks that are remotely created checks, as defined in Reg. CC.

-             Checks not payable in United States currency.

-             Checks dated more than 6 months prior to the date of deposit.

-             Checks or items prohibited by FIRST FEDERAL SAVINGS BANK’s current procedures   relating to the Services or which are otherwise not acceptable under the terms of your FIRST FEDERAL SAVINGS BANK account.

-             Checks payable on sight or payable through Drafts, as defined in Reg. CC.

-             Checks with any endorsement on the back other than that specified in this agreement.

-             Checks that have previously been submitted through the Service or through are mote deposit capture service offered at any other financial institution.

7. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as "For mobile deposit only, customer signature” or as otherwise instructed by FIRST FEDERAL SAVINGS BANK. You agree to follow any and all other procedures and instructions for use of the Services as FIRST FEDERALSAVINGS BANK may establish from time to time.

8. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from FIRST FEDERAL SAVINGS BANK that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

9. Availability of Funds. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 4:00 p.m. Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available the business day following the day of deposit. FIRST FEDERAL SAVINGS BANK may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as FIRST FEDERAL SAVINGS BANK, in its sole discretion, deems relevant.

10. Disposal of Transmitted Items. Upon your receipt of a confirmation from FIRST FEDERALSAVINGS BANK that we have received an image that you have transmitted, y ou agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to FIRST FEDERALSAVINGS BANK upon request.

11. Deposit Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is$5,000.00 per business day. There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded.

12. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in FIRST FEDERAL SAVINGS BANK’s sole discretion subject to the Account Agreement governing your account.

13. Errors. You agree to notify FIRST FEDERAL SAVINGS BANK of any suspected errors regarding items deposited through the Services right away, and in no event later than 30days after the applicable FIRST FEDERAL SAVINGS BANK account statement is sent. Unless you notify FIRST FEDERAL SAVINGS BANK within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against FIRST FEDERAL SAVINGS BANK for such alleged error.

14. Errors in Transmission. By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. FIRST FEDERAL SAVINGS BANK bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

15. Image Quality. The image of an item transmitted to FIRST FEDERAL SAVINGS BANK using the Services must be legible, as determined in the sole discretion of FIRST FEDERAL SAVINGS BANK. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by FIRST FEDERAL SAVINGS BANK, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

16. User Warranties and Indemnification. You warrant to FIRST FEDERAL SAVINGS BANK that:

-             You will only transmit eligible items.

-             You will not transmit duplicate items.

-             You will not re-deposit or re-present the original item.

-             All information you provide to FIRST FEDERAL SAVINGS BANK is accurate and true.

-             You will comply with this Agreement and all applicable rules, laws and regulations.

-             You are not aware of any factor which may impair the collect ability of the item.

-             You agree to indemnify and hold harmless FIRST FEDERAL SAVINGS BANK from any loss for breach of this warranty provision.

17. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

18. Termination. We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Account Agreement or any other agreement with us.

19. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waivers hall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

20. Ownership & License. You agree that FIRST FEDERAL SAVINGS BANK retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to FIRST FEDERAL SAVINGS BANK’s business interest, or(iii) to FIRST FEDERAL SAVINGS BANK’s actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

21. DISCLAIMER OFWARRANTIES. 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 WARRANTIESOF 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 THATTHE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii)THE RESULTS THAT MAY BE OBTAINED FROM THESERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES ORTECHNOLOGY WILL BE CORRECTED.

22. LIMITATION OFLIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT,INCIDENTAL, SPECIAL, CONSEQUENTIAL OREXEMPLARY DAMAGES, INCLUDING, BUT NOTLIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL,USE, DATA OR OTHER LOSSES RESULTINGFROM THE USE OR THE INABILITY TO USETHE SERVICES INCURRED BY YOU OR ANYTHIRD PARTY ARISING FROM OR RELATED TO THEUSE OF, INABILITY TO USE, OR THETERMINATION OF THE USE OF THIS SERVICES,REGARDLESS OF THE FORM OF ACTION ORCLAIM (WHETHER CONTRACT, TORT,STRICT LIABILITY OR OTHERWISE), EVEN IFFIRST FEDERAL SAVINGS BANK HAS BEENINFORMED OF THE POSSIBILITY THEREOF.

**HOURS OFOPERATION**

The Services are generally available for inquiries 24 hours-a-day, 7 days a week, with system transaction operating hours are Monday through Friday, 6:00am to 12:00am CST, Saturday 6:00am to 10:00pm CST, and offline Sundays and Federal Holidays.  Special maintenance and upgrade periods may cause additional offline operations, which routinely are scheduled between 11:00 p.m. Sunday night and 4:00 a.m. Monday morning.  Account transfers made outside of the operating hours may not be posted until the following business morning. If the Services are unavailable for more than twenty-four (24) hours, First Federal Savings Bank will post a notice on the First Federal Savings Bank website: [http://www.firstfedevansville.bank](http://www.firstfedevansville.com).

**Fingerprint Login for Mobile Banking**

Fingerprint Login is an optional fingerprint sign-in method for First Federal and Home Building Savings Bank Mobile Banking that may be available for certain Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device). Fingerprints are stored on your device only and First Federal and Home Building Savings Bank never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within First Federal and Home Building Savings Bank Mobile Banking. First Federal and Home Building Savings Bank reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within First Federal and Home Building Savings Bank Mobile Banking.

Android is a trademark of Google Inc.

**FirstFederal Savings Bank Alerts Terms and Conditions**

**Alerts.** Your enrollment in First Federal Savings 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 First Federal Savings Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. 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. First Federal Savings 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 First Federal Savings Bank Online Banking message inbox. 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.

**Alerts via Text Message**. To stop alerts via text message, text "STOP" to 37268 at any time**.** Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in First Federal Savings Bank Online Banking.  For help with SMS text alerts, text “HELP” to 37268. In case of questions please contact customer service at 866-492-8123. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations**.First Federal Savings 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 First Federal Savings Bank’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold First Federal Savings 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.

**Alert Information.** As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

Last Revised: 10/13/2022

**Card Management Additional Terms**

The card management feature is offered by FIRST FEDERAL SAVINGS BANK (referred to herein as “CardHub”, “**us**”, “**we**” or “**our**”) for use by FIRSTFEDERAL SAVINGS BANK cardholders. FIRST FEDERAL SAVINGS BANK ’s card management feature is intended to allow You to initiate certain payment card related activities for Your enrolled FIRST FEDERAL SAVINGS BANK card(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

The card management feature may enable access to FIRST FEDERAL SAVINGS BANK and 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 athttp://maps.google.com/help/terms\_maps. Html 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, FIRST FEDERAL SAVINGS 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.

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.

FIRST FEDERAL SAVINGS 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 FIRST FEDERAL SAVINGS BANK’s card management feature.

**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.

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. FIRST FEDERAL SAVINGS BANK does not guarantee that the card management feature (or any portion thereof) will be available at all times or in all areas.

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.

You acknowledge and agree that neither FIRST FEDERAL SAVINGS 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 FIRST FEDERALSAVINGS BANK nor its third-party service providers shall be liable to you if you are unable to receive Notifications on Your mobile device in Your intended area.  FIRST FEDERAL SAVINGS BANK, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.