

MOBILE BANKING SERVICE TERMS AND CONDITIONS

Thank you for using the Mobile Banking Service ("Mobile Banking Service") and any related Software ("Software") provided by Naugatuck Savings Bank ("Financial Institution," "we," "us," and "our") combined with your mobile device's text messaging and web browser capabilities. By participating in the Mobile Banking Service or using the Software, you are agreeing to these Mobile Banking Service Terms and Conditions ("Terms and Conditions"), in addition to any terms and conditions to which you have previously agreed contained in the Online Banking Disclosure and Terms governing the electronic banking and bill payment services Financial Institution provides to you ("Online Banking"), of which the Mobile Banking Service is a part. Financial Institution in its discretion may modify these Terms and Conditions at any time. Standard messaging and / or data charges apply.

The Mobile Banking Service. Financial Institution offers its customers access to their account information (e.g., for checking balances and last transactions) over the Short Message Service ("SMS") through customers' mobile devices (e.g. mobile phones and handheld devices). The Mobile Banking Service may also be used to initiate transfers, including bill payments, involving customers' deposit accounts at Financial Institution by utilizing a mobile device's web browser capabilities and applications downloaded to a mobile device in conjunction with the Mobile Banking Service. Enrollment requires identification of your banking relationship with Financial Institution as well as providing and verifying a mobile device phone number. To verify your mobile device's phone number you must access Financial Institution's Online Banking web site and enter a verification code you will receive via SMS message. The Mobile Banking Service will be provided to you on a continuing basis. You may opt out of the Mobile Banking Service at any time. Standard messaging and / or data charges apply.

You can contact us at online@naugsb.com or 203.729.4442 or send a text message with the word "HELP" to this number: 48179. We can answer any questions you have about the Mobile Banking Service.

You can opt out of the Mobile Banking Service 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 and your access to the Mobile Banking Service will end.

The Mobile Banking Service and/or Software may not be available at any time for any reason outside of the reasonable control of Financial Institution or any service provider

Privacy and User Information. You acknowledge and agree that in connection with your use of the Mobile Banking Service, Financial Institution 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 the Mobile Banking Service or Software (collectively "User Information"). Financial Institution 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 the Mobile Banking 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. Financial Institution and its affiliates and service providers also reserve the right to monitor use of the Mobile Banking Service and 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 the Mobile Banking Service and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and that you will use the Mobile Banking Service and Software only

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.

Administration Regulations. Without limiting the foregoing, you agree that you will not use the Mobile Banking Service and 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 Financial Institution (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 Financial Institution or any third-party service provider involved in the provision of the Mobile Banking Service; (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 Financial Institution, any third-party service provider involved in providing the Mobile Banking Service, 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: (i) access any software or services for which your use has not been authorized; (ii) use or attempt to use a third party's account; or (iii) interfere in any manner with the provision of the Mobile Banking Service or Software, the security of the Mobile Banking Service or Software, or other customers of the Mobile Banking Service or Software, or otherwise abuse the Mobile Banking Service or Software.

Use of Google Maps. You agree to abide by (1) the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and (2) the Google Legal Notices found at http://www.google.com/help/legalnotices_maps.html, or other URLs as may be updated by Google.

Use of Mobile Banking Service. The Mobile Banking Service will not work unless you use it properly. You accept responsibility for making sure that you understand how to use the Mobile Banking Service before you actually do so, and then that you always use the Mobile Banking Service in accordance with the online instructions posted on our website in Online Banking. You also accept responsibility for making sure that you know how to properly use your mobile device and the Software. We may change or upgrade the Mobile Banking Service or Software from time to time. In the event of such changes or upgrades, you are responsible for making sure you that you understand how to use the Mobile Banking Service as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking Service or your mobile device. We reserve the right to modify the scope of the Mobile Banking Service at any time. We reserve the right to refuse to make any transaction you request through the Mobile Banking Service. You agree and understand that the Mobile Banking Service may not be accessible or may have limited utility over some mobile networks, such as while roaming.

Information available via the Mobile Banking Service, 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 the Mobile Banking Service, may be described using different terminology (including capitalized terms used in these Terms and Conditions or on our Online Banking site(s)), or may be more current than the information available via the Mobile Banking Service, including but not limited to account balance information. The method of entering instructions via the Mobile Banking Service may also differ from the method of entering instructions directly through Online Banking without the use of a mobile device. Processing of payment and transfer instructions may take longer through the Mobile Banking Service. We are not responsible for such differences including but not limited to delays, whether or not attributable to your use of the Mobile Banking Service.

Additionally, not all of the products, services or functionality described on the Online Banking site(s) or in the Online Banking Disclosure and Terms 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. For instance, you currently may not perform the following Online Banking functions through the Mobile Banking Service: add or delete bill payment payees, change personal information (e.g. e-mail address, password changes, etc.); set up electronic alerts, retrieve electronic statements, retrieve images of checks. The Mobile Banking Service may not be available through all mobile service providers and carriers, and some mobile phones and other wireless devices may not be supported in connection with the Mobile Banking Service. You are responsible for periodically referring to our website to determine currently supported mobile service providers, carriers, and mobile devices and for ensuring that you satisfy all technical requirements for using the Mobile Banking Service.

Financial information obtained through the Mobile Banking Service (including, without limitation, any text message alerts) reflects the most recent account information available through the Mobile Banking Service and may not be accurate or current. You agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts you access through the Mobile Banking Service and any financial information which may be accessed through the Mobile Banking Service. You represent and agree that all information you provide to us in connection with the Mobile Banking Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Mobile Banking Service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

Proprietary Rights. You are permitted to use content delivered to you through the Mobile Banking Service only in connection with your proper use of the Mobile Banking Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking Service technology, including, but not limited to, the Software or other mobile device applications associated with the Mobile Banking Service.

No Commercial Use or Re-Sale. You agree that the Mobile Banking Service is for personal use only. You agree not to resell or make commercial use of the Mobile Banking Service.

Charges for the Service. You agree to pay for the Mobile Banking Service in accordance with our current fee schedule and as amended from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with your use of the Mobile Banking Service. In the future, we may add to or enhance the features of the Mobile Banking Service. By using such added or enhanced features, you agree to pay for them in accordance with the fee schedule.

Software License Agreement. Subject to your compliance with these Terms and Conditions, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license ("License") to download, install and use the Software on your mobile device within the United States and its territories. In the event that you obtain a new or different mobile device, you will be required to download and install the Software to that new or different mobile device. This License shall be deemed revoked immediately upon (i) termination of the Mobile Banking Service, (ii) termination of the Online Banking service, (iii) your deletion of the Mobile Banking Service software from your mobile device, or (iv) notice to you at any time, with or without cause. In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Mobile Banking Service software from your mobile device. In the event of the revocation of the License, your obligations which are accrued and owing or which expressly or by implication survive such revocation, shall survive.

"Smartphones" and Other Web Enabled Devices. You acknowledge that smartphones and other Web enabled devices, including the mobile device you use to access the Mobile Banking Service, are subject to the same security risks as computers that are attached to the Internet and agree that it is your responsibility to maintain anti-virus and anti-spyware programs on your mobile device. You also agree not to use a mobile device that has been altered from the original factory settings. This type of altering is commonly referred to as "Jail Broken" or "unlocked".

You agree to exercise caution when utilizing the Mobile Banking Service application on your mobile device and to use good judgment and discretion when obtaining or transmitting information. Any losses, charges and unauthorized transactions involving your accounts that are incurred through loss of your mobile device or your failure to safeguard the security credentials you use (such as user names and passwords) to access the Mobile Banking Services and Online Banking will remain your responsibility, except as otherwise provided in applicable law, regulation or other agreements between you and Financial Institution.

Messaging and Data Charges. By participating in the Mobile Banking Service or using the Software you agree that the Mobile Banking Service or the Software may require the use of your mobile device's data and text messaging capabilities and that standard data and text messaging charges apply in accordance with your service agreement with your mobile service provider. You agree that Financial Institution is not responsible for any charges you may incur while using the Mobile Banking Service and Software.

Exclusion of Warranties. Except as otherwise expressly stated in these Terms and Conditions or in the Online Banking Disclosure and Terms governing your use of Online Banking, Financial Institution makes no representation or warranty, either express, implied or statutory, concerning the Mobile Banking Service including that any Software application provided by Financial Institution to facilitate the Mobile Banking Service will operate uninterrupted or error free. You expressly confirm acceptance and use of any Software application "as is" and without warranty of any character whatsoever, and you assume all risk of loss resulting from using the Mobile Banking Service. You are exclusively responsible for providing mobile phone and data services compatible with the Mobile Banking Service and any Software application provided by Financial Institution for the Mobile Banking Service.

No Liability and Hold Harmless. Financial Institution will use commercially reasonable efforts and ordinary care to provide you with access to the Mobile Banking Service in accordance with these Terms and Conditions. In no event, however, shall Financial Institution be liable for its failure to provide access to the Mobile Banking Service or for your failure to receive message service whether either as a result of an error in or interruption of any Software application or as a result of any failure or interruption of your mobile device phone or data service or equipment.

Without limiting the generality of the foregoing, Financial Institution shall not be liable to you for delays or errors occurring by reason of circumstances beyond the control of Financial Institution, including without limitation, the failure of communication networks and interference with or interruption of internet access or service, the failure of equipment, or any acts of civil, military, or banking authorities, national emergencies, labor difficulties, fire, flood or other catastrophes, acts of God, insurrection, war, riots, failure of transportation, failure of vendors, communication or power supply, or malfunction of or unavoidable difficulties with its equipment. Financial Institution will not be liable for consequential, incidental, special or exemplary damages, or lost profits, even if you advise Financial Institution of the possibility of such damages. You acknowledge and agree that you are solely responsible for protecting the confidentiality and security of the security credentials you use (such as user names and passwords) to connect to the Mobile Banking Service and Online Banking. You further acknowledge having been informed that the Bluetooth application on your mobile device must be turned off when accessing mobile banking in order to protect the privacy of your financial records and information. You assume and accept all responsibility for the accuracy of all transactions performed or undertaken utilizing the Mobile Banking Service. You agree to hold Financial Institution harmless from and against any liability of any character attributable to your use of the Mobile Banking Service, except as otherwise provided in applicable law, regulation or other agreements between you and Financial Institution.

You understand and agree the Mobile Banking Service may not be encrypted and will include the display and transmission of 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 transactions involving the movement of money, through the Mobile Banking Service 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 the Mobile Banking Service, except as otherwise provided in applicable law, regulation or other agreements between you and Financial Institution.

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 the Mobile Banking Service, 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 data and 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 application store.

Indemnification. Without limiting any of your other obligations to us under the Agreement, you agree to protect and fully compensate us and our affiliates and service providers 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 your use of the Mobile Banking Service, your violation of any of the terms of the Mobile Banking Service or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

Changes to Terms and Conditions. Financial Institution reserves the right to change these Terms and Conditions at any time. When material changes are made, we will notify you. You are solely responsible for providing updated addresses as necessary. Revised Terms and Conditions shall become effective at the earliest date allowed by applicable law or regulation. In the event of any conflict between these Terms and Conditions and other terms and conditions related to your account(s) to which the Mobile Banking Service and any related software may be

applicable, the Terms and Conditions of the Mobile Banking Service will prevail solely with respect to the conflicting provisions and solely to the extent of the conflict. Continued use of the Mobile Banking Service and any related Software constitutes your agreement with and acceptance of these Terms and Conditions, as well as any future changes to these Terms and Conditions.

Third Party Beneficiaries. You agree that our Mobile Banking Service service providers (including any provider of Mobile Banking Service Software) may rely upon your agreements and representations in these Terms and Conditions, and such service providers are third party beneficiaries of such agreements and representations, with the power to enforce those provisions against you, as applicable and as the circumstances or context may require.

For a Print Version of these Terms and Conditions, access our full website at naugatucksavingsbank.com.