



## **Mobile Banking and Mobile Deposit Terms and Conditions**

These Mobile Banking and Mobile Deposit Terms and Conditions work in conjunction with the Online Banking and Bill Pay Agreement between Customer and TBK Bank,SSB ("Bank") and contain the terms and conditions governing the use of the mobile banking and mobile deposit capture service Bank may provide to Customer. Other agreements that have been entered into with Bank, including the Online Banking Agreement, Bill Pay Agreement, and the Deposit Account Agreement, are incorporated herein by reference.

1. **Services.** The mobile banking and mobile deposit services ("Services") are designed to allow Customer to view activity, transfer money, pay bills via online bill pay and make deposits into specified accounts that are eligible to receive mobile check deposits ("Mobile Accounts"). Mobile deposits are made when checks are converted into an image by taking pictures of checks and delivering the images and associated deposit information to Bank via the Bank's Mobile App ("The App") installed on your supported mobile device. The App is considered part of the Service. Mobile Deposit Services is made available to customer at the sole discretion of Bank and may not be available to all customers.
2. **Acceptance of these Terms.** Customer's use of the Services constitutes acceptance of this Agreement. This Agreement is subject to change from time to time. Bank will notify Customer of any material change via one or more of the following methods: (i) an alert when Customer signs into Service, (ii) e-mail, (iii) text message, or (iv) on Bank's website by providing a link to the revised Agreement or by an online secure message. Customer's continued use of the Services will indicate consent to be bound by the revised Agreement. Further, Bank reserves the right, in its sole discretion, to change, modify, add or remove portions from the Services. Customer's continued use of the Services will indicate acceptance of any such changes to the Services.
3. **Equipment/Data Service.** To use the Service, Customer must obtain and maintain, at Customer's expense, a supported mobile device with compatible hardware and software as specified by Bank from time to time and suitable data service. Bank does not guarantee that a particular mobile device, mobile device camera, mobile device operating system, mobile carrier, or data service will be compatible with the Service. Bank is not responsible for any third party software Customer may need to use the Services. Any such software is accepted by Customer as is and is subject to the terms and conditions of the software agreement entered into directly with the third party software provider at time of download and installation.
4. **Limitations.** When using the Service, Customer may experience technical or other difficulties. Bank does not assume responsibility for any such difficulty or any resulting damages that Customer may incur. For security reasons, the Service has qualification requirements, and Bank reserves the right to change the qualifications at any time without prior notice. Bank reserves the right to change, suspend or discontinue the Service, in whole or in part, or Customer's use of the Service, in whole or in part, immediately and at any time without prior notice to Customer. Bank reserves the right to limit the number of Mobile Devices through which Customer may access the Service. Except as expressly provided in this Agreement, deposits

made through the Service are subject to all limitations and terms set forth in the relevant deposit agreement governing your Mobile Account as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

5. Eligible Checks and Items. Customer agrees to scan and deposit only "checks" as the term is defined in Federal Reserve Regulation CC ("Reg CC") and only those checks that are permissible under this Agreement or such other items as the Bank, in our sole discretion, elect to include under the Service. Customer authorizes Bank to process any image that Customer sends to Bank or converts any image to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the applicable Uniform Commercial Code. Customer agrees that the Service will not be used to scan and deposit any checks or other items as shown below:
- Checks or items payable to any person or entity other than Customer, or to Customer and another party, or to Customer's related business;
  - 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 or items containing alteration to any of the fields on the front of the check or item (including the MICR line), or which Customer knows or suspects, 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;
  - Checks or items previously converted to a substitute check, as defined in Reg CC;
  - Checks or items drawn on a Bank located outside the United States;
  - Checks or items that are remotely created checks, as defined in Reg CC, and checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution;
  - Checks or items not payable in United States currency;
  - Checks or items dated more than 6 months prior to the date of deposit;
  - Checks dated more than 3 days into the future;
  - Checks or items on which a stop payment order has been issued or for which there are insufficient funds;
  - Checks or items prohibited by Bank's current procedures relating to the Service or which are otherwise not acceptable under the terms of your Mobile Account;
  - Checks with any endorsement on the back other than that specified in this Agreement;
  - Money orders;
  - Traveler's Checks;
  - Insurance drafts;
  - Credit card cash advance checks;
  - Savings bonds

Nothing in this Agreement should be construed as requiring Bank to accept any check or item for deposit, even if Bank has accepted that type of check or item previously. Nor shall Bank be required to identify or reject any checks or items that Customer may scan and deposit that fail to meet the requirements of this Agreement.

6. Security of the Mobile Device and Account Information. Customer is responsible for: (i) maintaining the confidentiality and security of your Mobile Device(s), access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by Customer to access the Service (collectively, "Access Information"); and (ii) preventing

unauthorized access to or use of the information, files or data that Customer stores, transmits or uses in or with the Service (collectively "Account Information"). Customer agrees not to supply the Access Information to anyone. Customer will be responsible for all electronic communications, including image transmissions, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by Customer. Customer agrees to immediately notify Bank upon becoming aware of any loss, theft or unauthorized use of any Access Information, including Customer's mobile device. Bank reserves the right to deny access to the Service (or any part thereof) if Bank believes that any loss, theft or unauthorized use of Access Information has occurred.

7. **Image Quality.** Customer is responsible for the image quality of any check or item that is transmitted. The image of a check or item transmitted to Bank using the Service must be legible. The image quality of the checks and items must comply with the standards established from time to time by any clearing house used by Bank, the agreement Bank has with respect to processing checks or items, or any higher standard set by Bank. Customer agrees that Bank 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 Customer supplied regarding the check or item.
8. **Endorsements and Procedures.** The endorsement on the back of the check must include: "Mobile Deposit – TBK Bank". After transmission, it is recommended that Customer marks "deposited – mobile" across the front of the check. Customer agrees to follow any and all other procedures and instructions for use of the Service as Bank may establish from time to time. Customer agrees to supply any information in their possession that Bank requests regarding a check or item deposited or attempted to be deposited through the Service.
9. **Receipt of Checks and Items.** Bank reserves the right to reject any check or item transmitted through the Service, at Bank's discretion, without liability to Customer. Bank is not responsible for checks or items Bank did not receive in accordance with this Agreement or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when Customer receives a confirmation from Bank that the image has been received. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that funds will be credited for that check or item.
10. **Availability of Funds.** Customer agrees that the items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Customer also agrees that the items are not subject to the dispute resolution process or requirements established under the Electronic Funds Transfer Act or its implementing regulation, Regulation E. In general, if an image of an item you transmit through the Service is received and accepted before our cut-off time for the Services, Bank considers that business day to be the day of your deposit. Otherwise, Bank will consider that the deposit was made on the next business day. The cut-off time for the Services are disclosed to Customer at the time an image is transmitted through the Service. Bank will make funds available for checks and items received, accepted, and successfully processed through the Service according to our standard funds availability policy for your Mobile Account.
11. **Disposal of Transmitted Checks and Items.** Upon Customer's receipt of confirmation from Bank that the image that was transmitted has been received, Customer agrees to retain the check for 14 business days from the date of the image transmission. After 14 days, Customer agrees to destroy the check that was transmitted as an image, mark it "VOID" on the front of the check, or otherwise render it incapable of

- further transmission, deposit or presentment. During the time the check is available, Customer agrees to promptly provide it to Bank upon request.
12. Deposit Limits. Bank reserves the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by Bank) that Customer transmits using the Service and to modify such limits from time to time. If Customer attempts to initiate a deposit in excess of these limits, Bank may reject the deposit. If Bank permits Customer to make a deposit in excess of these limits, such deposit will be subject to the terms of this Agreement and Bank will not be obligated to allow such a deposit at other times.
  13. Presentment. The manner in which the checks and items are cleared or presented for payment, and collected shall be in Bank's sole discretion as set forth in the relevant deposit account agreement governing your Mobile Account.
  14. Representations and Warranties; Indemnity. Customer warrants to Bank that:
    - a. Customer will not alter any checks or items;
    - b. Customer will destroy all original checks as stated above;
    - c. Customer will only transmit eligible items;
    - d. Customer will not transmit duplicate items;
    - e. Customer will not deposit, re-deposit or re-present the original check with Bank or any other party;
    - f. Customer will comply with this Agreement and all applicable rules, laws and regulations;
    - g. Customer is not aware of any factor which may impair the collectability of the item(s);
    - h. Customer agrees to indemnify and hold harmless Bank from and against all liability, damage and loss arising from any loss for breach of this warranty provision or the terms of this Agreement by Customer;
    - i. Customer agrees to indemnify and hold harmless Bank from and against all liability, damage and loss arising from any claims, suits, or demands, brought by third parties with respect to any check, image or item processed under this Agreement as described herein.
  15. Changes to the Service. Bank reserves the right to terminate, modify, add or remove features from the Service at any time in Bank's sole discretion. Customer may reject changes by discontinuing use of the Service. Customer's continued use of the Service will constitute acceptance of and agreement to such changes. Maintenance to the Service may be performed from time to time resulting in interrupted service, delays or errors in the Service, and Bank shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but Bank cannot guarantee that such notice will be provided.
  16. Use of Your Geolocation. When Customer is submitting an image for processing through the Services, Bank reserves the right to, at our discretion, use the Customer's Mobile Device's capabilities to obtain a geolocation for fraud prevention services. Bank may choose to capture either Customer's current location or the last location stored on the Mobile Device.
  17. Fees. Customer is responsible for paying the fees for use of the Services as Bank may charge from time to time. Bank may change the fees for the Services at any time. Customer authorizes Bank to deduct any such fees from any account in Customer's name. In addition, data charges from Customer's mobile carrier may apply.
  18. Termination. Bank may terminate this Agreement at any time for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by Bank. Without limiting the foregoing, this Agreement may be terminated if Customer breaches any term of this Agreement, if Customer uses the Service for any

unauthorized or illegal purposes, or Customer uses the Service in a manner inconsistent with the terms of any agreement Customer entered into with Bank.

19. **DISCLAIMER OF WARRANTIES.** CUSTOMER AGREES USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT CUSTOMER'S RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANK DISCLAIMS 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. BANK MAKES NO WARRANTY THAT THE SERVICES: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (IV) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.
20. **LIMITATION OF LIABILITY.** CUSTOMER AGREES THAT BANK 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 CUSTOMER OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.  
END USER TERMS FOR SMS

The Services are separate and apart from any other charges that may be assessed by Customer's wireless carrier for text messages sent to or received from Bank. Customer is responsible for any fees or other charges that Customer's wireless carrier may charge for any related data or message services, including without limitation for short message service.

The Services are provided by Bank and not by any other third party. Customer and Bank are solely responsible for the content transmitted through the text message sent to and from Bank. Customer must provide source indication in any messages sent (e.g., mobile telephone number, 'From' field in text message, etc.).

#### Touch ID™ for Mobile Banking.

Touch ID is an optional fingerprint sign-in method for TBK Bank, SSB 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](http://apple.com/support)). Fingerprints are stored on your device only and TBK Bank, SSB 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 TBK Bank, SSB Mobile Banking. TBK Bank, SSB 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 TBK Bank, SSB Mobile Banking.

Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for TBK Bank, SSB Mobile Banking is only available on compatible iOS devices.

#### Card Controls Additional Terms.

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

1. The Card Controls feature is only available for debit cards issued by TBK Bank, SSB that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact TBK Bank, SSB to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App 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 actual location of the merchant differs from the merchant's registered address.
4. Card Controls may enable access to TBK Bank, SSB and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent this Mobile Banking App allows you to access third party services, TBK Bank, SSB, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.
7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS,

INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

### **TBK Bank, SSB Alerts Terms and Conditions**

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

**Alerts.** Your enrollment in TBK Bank, SSB 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 TBK Bank, SSB account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **More menu** within TBK Bank, SSB Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. TBK Bank, SSB 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 TBK Bank, SSB Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device’s number changes, you are responsible for updating contact options and alerts.

**Alerts via Text Message.** To stop Alerts via text message, **text "STOP"** to 99588 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 TBK Bank, SSB Online Banking and click the box next to your mobile number for the Alerts you’d like to receive again. For help with SMS text alerts, text “HELP” to 99588. In case of questions please contact customer service at 866-644-3935. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** TBK Bank, SSB 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 TBK Bank, SSB’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold TBK Bank, SSB, 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.

<https://www.tbkbank.com/documents/privacy-notice.pdf>

**Privacy and User Information – Data Analytics.** You acknowledge that in connection with your use of Mobile Banking, TBK Bank, SSB and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. TBK Bank, SSB and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

### **Fingerprint Login for Mobile Banking**

Fingerprint Login is an optional fingerprint sign-in method for TBK Bank, SSB 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 TBK Bank, SSB 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 TBK Bank, SSB Mobile Banking. TBK Bank, SSB 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 TBK Bank, SSB Mobile Banking.

Android is a trademark of Google Inc.