

True Blue Online® Mobile Banking Supplemental Terms and Conditions

I. Acceptance of Agreement

- a. Agreement: These True Blue Online® Mobile Banking Supplemental Terms and Conditions (the "Agreement") govern Mobile Banking access to True Blue Online® ("Mobile Banking") offered by Capitol Federal Savings Bank. In this Agreement, the terms "you" and "your" mean a Capitol Federal Savings Bank customer who is currently enrolled in True Blue Online® ("TBO") and requests Mobile Banking. "We", "us", "our" or "Bank" refers to Capitol Federal Savings Bank. This Agreement is supplementary to the "True Blue Online® Terms and Conditions" (available at the ["TBO Terms"](#)), which governs TBO and the online services (the "Online Services") provided through TBO on our Online Banking Website (the "Website"). By using Mobile Banking, you are agreeing to the terms and conditions in this Agreement and the terms and conditions contained in the TBO Terms. In addition to this Agreement, you further agree to that the Agreement and any amendments thereto may be delivered to you electronically.
- b. Mobile Banking: You may choose to access Mobile Banking using an Internet-enabled mobile device. Mobile Banking is available either by using the TBO application downloaded to your mobile device, or by accessing TBO through the Web browser of your mobile device. For those accounts with the Bank currently accessible through TBO (the "Accounts"), you may use Mobile Banking to access your account information. In addition, Mobile Banking permits you to transfer funds between accounts held at the Bank and to make payments to billers who you have previously established payments through the Bill Payment Service of TBO. You may not schedule a bill payment that exceeds \$9,999.99. Not all online services available through TBO are available through Mobile Banking. We may, at any time, change the online services available through Mobile Banking. We reserve the right to refuse to complete requested transactions through Mobile Banking and may refuse to provide an online service through Mobile Banking at any time.
- c. Availability and Use: You must use a compatible and supported mobile device or phone or other supported mobile device. Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at anytime for any reason outside of the reasonable control of us or any service provider. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, and Verizon Wireless. You acknowledge that Mobile Banking is dependent upon the availability and quality of the wireless network through which you are accessing Mobile Banking and, as a result, Mobile Banking may not be accessible or have limited utility depending upon your choice of wireless network and the availability of data services provided by your mobile carrier. For example, a text message may be delayed or may fail to reach your mobile device. We cannot guarantee and are not responsible for the availability or utility of your wireless service. You may be charged fees by your mobile carrier. When you use Mobile Banking, you remain subject to the terms and

conditions of your existing agreements with your service providers, including, but not limited to, your mobile service provider and this Agreement does not amend or replace any of those agreements. You agree that only your mobile service provider is responsible for its products and services. You agree to resolve any problems with your provider directly without involving us.

- d. Warranties: We do not warrant that Mobile Banking will meet your requirements, operate without interruption or be error-free, and we will not be liable for any loss or damage caused by the unavailability or improper functioning of Mobile Banking, or for any actions you take in reliance on Mobile Banking, including without limitation, service interruption, inaccuracies, delays, or loss of data.
- e. SMS and Alerts: As part of Mobile Banking, the Bank offers access to your account information (to obtain balances and last transactions) over SMS, as well as the option to set up alerts based on certain activity in your accounts (e.g., low balance alerts). Enrollment requires identification of your banking relationship as well as providing a mobile phone number. The mobile phone number's verification is completed by the user receiving an SMS message with a verification code which you will have to enter on TBO. Additionally, you may select the type of alerts and other preferences which will determine, together with your account data, the frequency of alerts delivered. This program will be ongoing. **Message & Data rates may apply.** You may unenroll at any time.

II. User Assistance

- a. Contacting the Bank: You can contact us at 1-888-8CAPFED (1-888-822-7333) or send a text message with the word "**HELP**" to **227333 (CAPFED)**. We can answer any questions you have about Mobile Banking. To stop messages from coming to your phone, you can opt out of being contacted by the Bank via SMS by sending a text that says "**STOP**" to **227333**. You will receive a confirmation text message. After that, you will not receive any future messages via SMS by the Bank.

III. Privacy and User Information

- a. Device Security: You understand that data transmitted to mobile devices is not encrypted, meaning that others may be able to intercept transmissions of data relating to your Accounts. You agree to take precautions to protect the security and integrity of your Accounts when using Mobile Banking, including but not limited to (i) not leaving your mobile device unattended while logged into Mobile Banking; (ii) logging off immediately after using Mobile Banking; (iii) not providing your user name, password, or other access information for Mobile Banking to any unauthorized person. You agree that you are solely responsible for all transactions made with respect to your Accounts by any person you allow to use your mobile device, login information or other means of accessing Mobile Banking.

- b. Usage of Data: You acknowledge that in connection with your use of Mobile Banking, the Bank and its affiliates and service providers 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"). The 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. The 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 disclaims any obligation to monitor, filter, or edit any content.

IV. Restrictions on Use

- a. Limitations of 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, 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 the Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, 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 the Bank or any third-party service provider involved 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 or 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 the Bank or 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 or 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; (B) use or attempt to use a third party's account; (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.

V. Locator Services

- a. 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.

VI. Electronic Fund Transfer Provisions For Consumers

This Section applies to all consumer deposit accounts accessed through TBO, including (without limitation) Statement Savings, Personal Checking and Money Market Select, except as noted. Use of TBO requires special consideration for security and privacy of account information to fully protect you from fraudulent access to your accounts.

- a. Errors: In Case of Errors or Questions About TBO;

Tell us through TBO: By sending us a Secure Message,
Telephone us at: 1-888-8CAPFED (1-888-822-7333),
Write us at: Capitol Federal Savings Bank,
700 S. Kansas Avenue, Topeka, KS 66603

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

b. Preauthorized Payments With respect to preauthorized payments, the following additional disclosures apply:

- (1) *Right to stop payment and procedure for doing so.* If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Tell us through TBO: By sending us a Secure Message,
Telephone us at: 1-888-8CAPFED (1-888-822-7333),
Write us at: Capitol Federal Savings Bank,

700 S. Kansas Avenue, Topeka, KS 66603

in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

- (2) *Liability for failure to stop payment of preauthorized transfer.* If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- c. Business Days: Our business days are every Monday through Friday. Holidays are not included.
- d. Disclosure of Information: The circumstances under which we will disclose information about you, your Accounts, or your Online Services are set forth in the information that has been separately disclosed to you in the contracts, notices, and disclosures that have been separately provided to you and in accordance with our privacy policy disclosed on our Website.
- We will disclose information to third parties about your account or the transactions you make:
1. Where it is necessary for completing transactions, or
 2. Where it is necessary for activating additional services, or
 3. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
 4. In order to comply with a governmental agency or court orders, or
 5. If you give us your written permission.
- e. Periodic Statements: You will receive a periodic account statement as disclosed in the terms and conditions applicable to your Accounts. Transfers made through TBO will be reflected on applicable account statements.
- f. Fees relating to Online Services: There are no monthly fees for the Online Services. However, there are transaction and other fees associated with certain Online Services, which are set forth on the [fee schedule](#), which is included at the end of this Agreement as Exhibit A (the "True Blue Online® and Mobile Banking Fee Schedule"). Any such fees will be deducted from your Account which utilized an Online Service for which a transaction or other fee is applicable.

VII. Liability

- a. Your Liability For Unauthorized Transfers: Tell us AT ONCE if you believe your TBO Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your TBO Password, you can lose no more than \$50 if someone used your TBO Password without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your TBO Password, and we can prove we could have stopped someone from using your TBO Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by your TBO Password or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- b. Our Liability: Our liability to you is explained in any agreements, notices, and disclosures that we separately provide to you from time to time regarding your Accounts and Online Services. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices, or disclosures. Under no circumstances will we have any liability to you for failing to provide you access to your Accounts or Online Services. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing the Online Services as expressly stated in this Agreement, and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Online Services.

If we do not complete a transfer to or from your Accounts on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your Account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line (if applicable).
3. If TBO was not working properly and you knew about the breakdown when you started the transfer.
4. If circumstances beyond our control (such as fire or flood) prevent the payment, despite reasonable precautions that we have taken.

There may be other exceptions stated in our agreement with you.

IN NO EVENT WILL WE HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

VIII. Miscellaneous

- a. Complete Agreement, Severability and Captions: Should there be a conflict between this Agreement and the TBO Terms, this Agreement will govern with respect to Mobile Banking and the portion of TBO through which Mobile Banking is offered. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

IX. Terms and Conditions of the Mobile Deposit Service

- a. Introduction: The terms and conditions for the Mobile Deposit Service set forth in this Section IX (the "Mobile Deposit Terms and Conditions") govern your use of the Mobile Deposit Service. All defined terms otherwise set forth in the Agreement shall have the same meaning in this Section; terms defined in this Section IX, will apply only to these Mobile Deposit Terms and Conditions. See Section IX.s. for certain defined terms.
- b. Description of the Mobile Deposit Service: The Mobile Deposit Service allows you to make deposits to your Accounts remotely by sending images of the checks to us for deposit through your smart phone. By enrolling in the Mobile Deposit Service or using the Mobile Deposit Service, you agree to the Mobile Deposit Terms and Conditions. Your Accounts will continue to be subject to the agreements otherwise governing them, except where it is noted in these Mobile Deposit Terms and Conditions.
- c. Service Providers: We are offering you the Mobile Deposit Service through one or more Service Providers that we have engaged to render some or all of the Mobile Deposit Service to you on our behalf. You agree that we have the right under these Mobile Deposit Service Terms and Conditions to delegate to Service Providers all of the rights and performance obligations that we have under these Mobile Deposit Service Terms and Conditions, and that the Service Providers will be third party beneficiary of these Mobile Deposit Terms and Conditions and will be entitled to all the rights and protections that these Mobile Deposit Terms and Conditions provides to us.

- d. Using the Mobile Deposit Service: In order to participate in the Mobile Deposit Service, you must at all times maintain an Account with us. The Mobile Deposit Service permits you to take an image of a check with your smart phone and deliver that image to us for deposit, in accordance with our requirements. You retain the original paper check after you make the deposit. If we accept a Check Image for collection, we will attempt to collect the item by presenting the Check Image or converting the Check Image to a Substitute Check, or in any other manner. The manner in which the Check Image or Substitute Check is presented for payment, cleared and collected will be determined by us, in our discretion, including, without limitation, by automated clearing house transactions. You agree that all Check Images you deposit through the Mobile Deposit Service will be considered "items" and "instruments" under the Uniform Commercial Code, as if they were the original paper items. We may terminate the Mobile Deposit Service or change, modify, add or remove requirements or functionality in connection with the Mobile Deposit Service at any time, without notice to you. You understand that in the event the item you submitted for deposit is returned unpaid, you will receive only a copy of the Check Image, the Substitute Check, or other information available to us, depending on the manner of presentment.
- e. Your Eligibility for the Mobile Deposit Service: We will determine from time to time in our discretion if you are eligible for the Mobile Deposit Service. We may impose limits from time to time on the amount or number of deposits you make through the Mobile Deposit Service and in our sole discretion, we may refuse to permit you to make deposits to a particular Account through the Mobile Deposit Service. We may suspend or terminate your use of the Mobile Deposit Service at any time and without prior notice to you. You must at all times maintain an Account with us. You may not use the Mobile Deposit Service at a location outside the United States. We reserve the right to review your use of the Mobile Deposit Service and your security practices, and may require you to implement reasonable and necessary controls in order to continue to use the Mobile Deposit Service.
- f. Items Eligible for the Mobile Deposit Service: We may decline to accept any Check Image you submit through the Mobile Deposit Service, in our sole discretion. Only a check, (as defined in Regulation CC) payable on demand and drawn on or payable at an office of a United States bank is eligible for deposit as a Check Image through the Mobile Deposit Service. You must physically endorse each paper check in a manner acceptable to us prior to creating a Check Image for transmission to us. Examples of items that are not eligible for deposit through the Mobile Deposit Service include: checks drawn on banks located outside the U.S., travelers checks, checks payable in a currency other than U.S. currency, savings bonds, money orders, promissory notes. In addition, you may not deposit any of the following through the Mobile Deposit Service: checks payable to a person other than you (even if the check is endorsed over to you), fraudulent checks, or checks you should have known are fraudulent, stale checks (more than 6 months old), checks that have been previously deposited with us or at another financial institution, Substitute Checks, Remotely Created Checks, checks containing

alterations of any kind, or any other type of item that we determine from time to time to refuse to accept through the Mobile Deposit Service. If you scan and attempt to deposit one of the items that are not eligible for deposit, we may, at our option, reject the deposit and notify you that it is rejected. In such a case, we are not required to return the image of the item that you attempted to deposit.

g. Technical Requirements/Accuracy of Images:

- i. In order to use the Mobile Deposit Service, the mobile phone you use must meet the technical requirements we specify from time to time. We have no responsibility for any technical difficulties you may have with accessing the Mobile Deposit Service, including difficulties with your phone or your mobile carrier.
- ii. You are solely responsible for accurately capturing a clear and complete image of each paper check, including MICR Data. If your smart phone produces Check Images that we determine are not of acceptable quality, we may, at our option, reject your deposit (although we have no obligation to inspect the Check Images you submit for deposit). You are required to inspect all Check Images to ensure the legibility of the Check Image, including without limitation the dollar amount of the check, the signatures of the persons signing and endorsing the check and the MICR Data.
- iii. You are responsible for any errors as a result of your failure to follow our guidelines or requirements when submitting a Check Image for deposit. We have no liability to you for any failure to process a deposit of a Check Image for which you have not provided us (i) full and correct information from the original paper check, (ii) an accurate and legible image of the original paper check, or (iii) a Check Image in compliance with our formatting standards and other guidelines we have made available to you.

h. Our Receipt of Check Images:

- i. Any transmission of a Check Image for deposit made after the cut-off time we establish from time to time will be deemed to be received by us at the opening of the next Business Day. A Check Image transmitted for deposit using the Mobile Deposit Service is received when the entire transmission in which the Check Image is contained is received and approved by us.
- ii. We are not responsible for Check Images that we do not receive for any reason, including a transmission error. A Check Image is deemed to be received by us only when we send you confirmation that we have received the Check Image. Even after we confirm receipt, the Check Image may be rejected by us for any reason, in our sole discretion. Any confirmation or notification from us that a Check Image was received or accepted does not mean that the Check Image you have deposited has cleared the other institution.

- iii. You understand that we have no obligation to verify the accuracy or quality of any Check Image prior to processing the deposit. We may, in our discretion, reject a Check Image at any time before we submit it for collection. We have no obligation to reject, repair, alter, amend, or re-format in any manner a Check Image that you transmit to us for deposit.
- i. Your Representations and Warranties: Each time you submit a Check Image to us for deposit to an Account through the Mobile Deposit Service, you are deemed to have made the same representations or warranties to us that would have applied if you had deposited the original paper check, and all representations or warranties that we must make under applicable law, clearinghouse rule, regulation, operating circular, agreement or otherwise to any person when we transfer, present or originate a transaction from the Check Image or a Substitute Check created from the Check Image. In addition, you make the following specific representations and warranties:
 - i. The Check Image is a complete and accurate representation of the front and back of a check which is eligible for deposit under these Mobile Deposit Terms and Conditions, including the MICR Data.
 - ii. The original check used to create the Check Image has not been previously deposited with us or at any other financial institution, duplicated or used to create another image or electronic fund transfer.
 - iii. The Check Image satisfies our image quality standards, as we may establish them from time to time.
 - iv. All information you have provided to us is accurate and complete.
 - v. No subsequent transferees of the Check Image, or any Substitute Check created from the Check Image (including us, a collecting or returning bank, drawer, drawee, payee or endorser) shall sustain a loss as the result of the fact that the Check Image or Substitute Check was presented for payment or returned instead of the original paper check.
 - vi. You are a person entitled to enforce the check, all signatures on the check are authentic and authorized, the check has not been altered or forged, the check is not subject to a defense or claim in recoupment of any party that can be asserted against you and you have no knowledge of any insolvency proceeding against the drawer.
 - vii. You are acting in compliance with these Mobile Deposit Terms and Conditions, your deposit account agreement and all applicable laws and regulations.
- j. Indemnification: With respect to your use of the Mobile Deposit Service and each Check Image that you transmit to us, in addition to any other indemnification obligations that you may have pursuant to other agreements with us, you shall

indemnify and hold us harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including without limitation, reasonable attorneys fees and court costs) (collectively, "Claims") arising directly or indirectly from or relating to your use of the Mobile Deposit Service or your breach of the representations, warranties or covenants set forth in these Mobile Deposit Terms and Conditions, including without limitation any such Claims relating to (a) any duplicate, fraudulent, altered or unauthorized check, Check Image or Substitute Check, (b) our acceptance of or creation of a Check Image or Substitute Check rather than requiring presentment of the original physical check, (c) your attempt to duplicate the presentation to us or any other depository institution of a Check Image through the presentation of the original physical check or any Check Image or Substitute Check derived from the original physical check, or (d) our inability to qualify as a holder in due course of any physical check or the Check Image of a physical check under the Uniform Commercial Code.

- k. Retention of Original Check: When the Check Image you have submitted to us for electronic deposit has been credited to your account, you must mark the original check with the phrase "VOID MOBILE DEPOSIT MM/DD/YY" in ink which cannot be erased, and you must retain the physical check securely for period of thirty (30) 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 upon our request during the thirty (30) day period, you authorize us to deduct the amount in question from your account, regardless of whether such deduction may cause your account to become overdrawn, and to pay any associated fees. At the expiration of the thirty (30) day period, you must destroy the original paper check.
- l. Funds Availability. Check Images deposited using the Mobile Deposit Service will be subject to funds availability of \$200 the Business Day your deposit is accepted, an additional \$1,500 the first Business Day following the day your deposit is accepted, and the remainder of your deposit available on the second Business Day following the day your deposit is accepted. However, we may, in our sole discretion, delay availability of funds from any deposit you make through the Mobile Deposit Service. If we further delay availability of funds from your deposit, we will notify you by email at the email address provided through your TBO enrollment or by mail using your address on file. You may update your email address at any time through TBO.
- m. Security Procedures: You are solely responsible for the security of your access to the Mobile Deposit Service. You should not provide access to the Mobile Deposit Service to anyone other than an owner of the Account. You must comply with the security procedures or practices we require from time to time. You are also solely responsible for safeguarding the security and confidentiality of any information obtained through your use of the Mobile Deposit Service, for physical checks

which you have imaged and for preventing errors or unauthorized access to the Mobile Deposit Service and/or your Accounts.

- n. Availability of the Mobile Deposit Service. We will use reasonable efforts to make the Mobile Deposit Service available; however, the Mobile Deposit Service may be unavailable from time to time for maintenance or other reasons. If the Mobile Deposit Service is unavailable or any reason, you must make your deposits in another manner. We make no representations or warranties about the availability of the Mobile Deposit Service. In addition, we will not be liable for any inaccurate or incomplete transmissions deposits you have attempted to make through the Mobile Deposit Service which were not completely processed or posted.
- o. No Warranty. YOUR USE OF THE MOBILE DEPOSIT SERVICE IS AT YOUR SOLE RISK. THE MOBILE DEPOSIT SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE MOBILE DEPOSIT SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- p. Limitation of Liability. WE WILL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUES RESULTING FROM YOUR USE OR INABILITY TO USE THE MOBILE DEPOSIT SERVICE, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.
- q. Changes to these Mobile Deposit Terms and Conditions. Much of our relationship with you is regulated by state and federal law, including the Uniform Commercial Code, and regulations of the Federal Reserve System, other regulatory agencies and clearinghouse associations. These laws and regulations, as well as the terms of these Mobile Deposit Terms and Conditions, may change from time to time without notice to you unless required by law. Your continued use of the Mobile Deposit Service following receipt of these Mobile Deposit Terms and Conditions or notice of a change is considered acceptance of these Mobile Deposit Terms and Conditions or change. Notice of a change may be made by mail or electronically.
- r. Complete Agreement, Severability, and Captions. These Mobile Deposit Terms and Conditions are supplementary to the Agreement. Should there be a conflict between these Mobile Deposit Terms and Conditions and other provisions in the Agreement, these Mobile Deposit Terms and Conditions will govern with respect to the Mobile Deposit Service and the portion of Mobile Banking through which the Mobile Deposit Service is offered. If any provision of these Mobile Deposit Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections hereof are for convenience only and shall not control or affect the

meaning or construction of any of the provisions of these Mobile Deposit Terms and Conditions.

s. Definitions.

- i. "Business Days" are Monday through Friday, except legal holidays.
- ii. "Check Image" means an electronic image of an original paper check.
- iii. "MICR Data" means information from the Magnetic Ink Character Recognition printing on the bottom of checks which includes routing, transit, account and check numbers.
- iv. "Regulation CC" means Regulation CC as adopted by the Federal Reserve Board, set forth at 12 C.F.R. Part 229.
- v. "Remotely Created Checks" mean remotely created checks as defined in Regulation CC, and include checks that, among other things, do not bear the signature of the person on whose account the check is drawn.
- vi. "Service Providers" means companies that we have engaged (and their affiliates) to render some or all of the Mobile Deposit Service to you on our behalf.
- vii. "Substitute Check" means a paper document that is created from an image and meets the definition of a "substitute check" under Regulation CC.

Exhibit A

True Blue Online® and Mobile Banking Fee Schedule

Service	Amount
Same Day Payment/Next Day Payment	\$9.95
Overnight payment	\$14.95
Popmoney Service	\$.50 per transaction
ATS Service: Transfer to External Account	\$2.00 per transaction
Mobile Deposit Service	\$.75 per item
Order Statement copies	See Bank's complete fee schedule
Stop Payment	See Bank's complete fee schedule
Order Check copies	See Bank's complete fee schedule
Lost card fees	See Bank's complete fee schedule
Check reorder	Charges listed on Deluxe's site
Return payment fee	See Bank's complete fee schedule

A full listing of account related fees may be viewed in our [Fee Schedule](#).