

## Terms and Conditions: TSB Bank

Thank you for using TSB Bank Mobile Banking combined with your handheld's text messaging capabilities. **Message & Data rates may apply. For help, text "HELP" to 99588. To cancel, text "STOP" to 99588 at anytime.** In case of questions please contact customer service at 1-800-874-4870 or visit [www.tsbbanking.com](http://www.tsbbanking.com).

TSB Bank Privacy Policy <http://www.tsbbanking.com/sft1031/privacy-policy.pdf>

### Terms and Conditions

- Program: **TSB Bank** offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. **Message & Data rates may apply.** Customers will be allowed to opt out of this program at any time.
- **Questions:** You can contact us at 1-800-874-4870, or send a text message with the word "**HELP**" to this number: **99588**. We can answer any questions you have about the program.
- **To Stop the program:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "**STOP**" to this number: **99588**. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.
- Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

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

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, TSB Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive 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"). TSB 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. TSB Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by TSB Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of TSB Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games),

death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose TSB Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

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

#### Miscellaneous

To enroll in Mobile Banking, you must also be a subscriber to the online banking service of TSB Bank.

If you lose or misplace your phone, you agree to deactivate your phone from Mobile Banking using Online Banking or by contacting TSB Bank at 920-269-7777.

#### Loans

The mobile application provides you with information about your loans. It may provide you with a payoff balance on the loan. This payoff balance may not include all fees due at time of loan payoff. Please call us at 920-269-7777 to receive a payoff balance.

#### Touch ID® for Mobile Banking.

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

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

#### Mobile Deposit

The mobile deposit services ("Mobile Deposit" or "Service") are designed to allow you to make deposits to your checking, money market checking or savings accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to TSB Bank or TSB Bank's designated processor. The device must capture an image of the front and back of each check to be deposited in accordance with the Procedures; must read and capture the magnetic ink character recognition ("MICR") line on each check; and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment. The following supplemental Terms of Use ("Supplement") applies to the mobile deposit feature within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Mobile Deposit. If Mobile Deposit is 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 Mobile Deposit, then the terms in this Supplement shall apply.

1. Deposit Limits: TSB Bank reserves the right to establish and assign to you deposit limits for the Service (including limits on the dollar amount and/or number of Checks that you may transmit through the Service each day) and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits. Our current daily deposit limit is \$2,500 per day.
2. Endorsements and Procedures: You agree to restrictively endorse any item transmitted through the Services as "FOR MOBILE DEPOSIT ONLY, TSB Bank account #\_\_\_\_" or as otherwise instructed by the Bank. You

agree to follow any and all other procedures and instructions for use of the Services as TSB Bank may establish from time to time. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your TSB Bank account, the check must be endorsed by all such payees and you may only use Mobile Deposit to deposit such check into a TSB Bank account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your TSB Bank account using the Services.

3. Check requirements (including image quality): The image of an item transmitted to TSB Bank using the Services must be legible and contain images of the front and back of the Check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image: the amount of the Check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line; and all other information placed on the Check prior to the time of an image of the Check is captured (such as any required identification written on the front of the Check and any endorsements applied to the back of the Check). The check must have a nine digit routing number and be drawn on a domestic bank.
4. Rejection of deposits: After we receive Check images and all other required deposit information from you through the Service, we shall provisionally credit your designated account for the total amount of such Checks. If we receive the image of an item for deposit on or before 4:00 p.m. Central Time (cut-off) on a Business Day, we will consider that day the day of deposit. If we receive the image of an item for deposit after 4:00 pm Central Time or on a weekend or on a non-Business Day, we will consider the next Business Day as the day of deposit. On business days in which the bank closes prior to 5:00 PM, the cutoff time will be one hour prior to closing. We reserve the right to change the cut-off deadline upon change of the terms. Deposits will be subject to our Funds Availability Policy. The provisional credit is subject to final payment of the Checks and is also subject to your Bank Account Agreement. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to TSB Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against TSB Bank relating to such deposits. TSB Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any Check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Check transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for remote deposit, you must physically deposit the original Check.
5. Unpaid checks: You are solely responsible for verifying that Checks that you deposit by using the Service have been received and accepted for deposit by TSB Bank. TSB Bank will provide you with notice of any deposits that it is unable to process because Checks were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. In the event that TSB Bank credits your account for a Check that is subsequently dishonored and returned, you authorize TSB Bank to debit the amount of such Check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with TSB Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the Check was timely returned or whether there is any other claim or defense that the Check was improperly returned. You understand and agree that since the original Check is your property, it will not be returned and TSB Bank may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original Check or a substitute check. You may not use the Service to deposit a substitute check and you may not deposit the original Check through the Service or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide to you in connection with returned Checks.
6. Duty to report errors: TSB Bank will provide you with periodic statements that will identify the deposits that you make through the Service. In addition, you may access TSB Bank's Online Banking service for information about your deposits, return items, deposit adjustments, Checks and other transactions on your accounts. You agree that it is your responsibility to review all such information that TSB Bank makes available to you in a timely manner to verify that deposits made through the Service have been received and accepted by TSB Bank and are accurate. Receipt of a Check by TSB Bank through the Service does not

constitute an acknowledgement by TSB Bank that the Check is error-free or that we will be liable for the Check. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your Bank Account Agreement. You may notify us by e-mailing us at [tsb@tsbbanking.com](mailto:tsb@tsbbanking.com), or writing to PO BOX 1111 Lomira WI 53048 or telephoning us at 1-800-874-4870. You agree to cooperate in any investigation by TSB Bank of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify TSB Bank of any error, omission or other discrepancy in accordance with this Agreement and your Bank Account Agreement shall relieve TSB Bank of any liability for such error, omission or discrepancy.

7. Availability of Service/Contingency: In the event you are unable to capture, balance, process, produce or transmit a file to TSB Bank, or otherwise comply with the terms or the Procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest bank location. The deposit of original checks at an office of TSB Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.
8. Storage, security and destruction/disposal of the checks: After you receive confirmation that we have received an image, you must securely store the original Check for 15 business days after transmission to us and make the original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within two Business Days, at your expense, the requested original Check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the 15 business day retention period expires, you must destroy the original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original Check, the image will be the sole evidence of the original Check. You agree that you will never represent the original Check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.
9. Presenting checks more than once: Once you have used the Service to deposit a Check you agree not to present, or allow anyone else to present, that original Check or a substitute check of that original Check again for deposit through the Service or by any other means. If you or anyone else present a Check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold TSB Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute check. You agree that we may debit from your TSB Bank account the aggregate amount of any Checks that that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with TSB Bank in our sole discretion.
10. Data security: You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 1-800-874-4870 and with written notice at TSB Bank 695 East Ave PO BOX 1111 Lomira WI 53048 if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.
11. Cooperation with Investigations: You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

Security You are responsible for the accuracy and completeness of all information and data provided or input by you (including all account information, email addresses, funds transfer amounts and details), as well as for maintaining the confidentiality of any user name, password and device that allows you access to the Service.

Warranty 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.

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.

Agreement Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, 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.

Termination We reserve the right to change or cancel any or all of the Service at any time without notice. We may also cancel or suspend your access to the Service at any time without notice and for any reason, including but not limited to your non-use of the Service for such period of time as is determined by us. Your enrollment in the Service shall also automatically terminate, without notice, in the event our right to offer and provide the Service is lost or terminated, for whatever reason. You agree that we will not be liable to you or anyone else for any modification, suspension, cancellation or discontinuation of any or all of the Service, for whatever reason. The termination of this Agreement, for whatever reason, will not affect any of your liability under this Agreement

Amendments We may amend or restate this Agreement from time to time, in our sole discretion, including adding new or different terms or conditions. Any such amendments or restatements will be posted on our website. You shall be deemed to have accepted and agreed to any such amendments or restatements by your use of the Service subsequent to the posting of the amendments or restatements.

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, TSB Bank - Lomira, WI 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. TSB Bank - Lomira, WI 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.