

TAB Bank Mobile Terms and Conditions

1. Eligible Enrollees. You have agreed to accept mobile banking services (the “Service(s)”) in accordance with these Mobile Terms and Conditions (in some instances, the “Agreement”). TAB Bank reserves the right to change or cancel these Mobile Terms and Conditions at any time without notice. The Services are only available to Internet banking customers of TAB Bank. The terms and conditions of your **Electronic Disclosure Consent and Online Banking and Bill Pay Agreement** apply to Internet banking and bill payment services that you receive through the Service. By accepting and using the Service, you agree to comply with your **Electronic Disclosure Consent and Online Banking and Bill Pay Agreement** as well as these Mobile Terms and Conditions. You may cancel your participation in the Services at any time via the Services, or by calling TAB Bank at 800.355.3063. TAB Bank reserves the right to change or cancel the Services at any time without notice. As used herein, “You” and “Your” shall refer to each member/customer who is eligible for and uses the Services.

2. General. Access to TAB Bank’s Internet banking services via your mobile device is powered by the mobile technology solution owned by mFoundry, Inc (the “Licensor”). The Licensor is not the provider of any of the financial services available to you through the Software (defined below), and Licensor is not responsible for any of the materials, information, products or services made available to you through the Software.

3. Ownership. You acknowledge and agree that the Licensor is the owner of all rights, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the “Software”). You may not use the Software unless you have first accepted the Mobile Terms and Conditions.

4. License. Subject to the terms and conditions of this Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine readable object code form only) in accordance with the terms of this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of TAB Bank’s services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by this Agreement are hereby reserved by the Licensor. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason, by you, the Licensor or TAB Bank. Upon termination, you agree to

immediately destroy all copies of any Software which had been downloaded to your mobile device or otherwise in your possession or control.

5. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright of Licensor or TAB Bank. You shall not use the Services for any unlawful purposes or to transmit any content or other materials that: (a) are unsolicited, including without limitation, “spam,” “junk messages” or unauthorized “bulk” messages; (b) cause the introduction of “viruses,” “worms,” “Trojan horses,” “e-mail bombs,” “cancelbots” or other harmful computer programming routines into the Services, or the technology of TAB Bank’s third party service provider or other third parties; (c) are unlawful (including without limitation, obscene, defamatory or libelous) or offensive as TAB Bank determines in its sole discretion; (d) are misleading or inaccurate; or (e) infringe upon or violate the intellectual property rights or other rights of any person or entity. You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of the Services or resell, lease, rent or distribute access to the Services.

6. Updates. The terms of this Agreement will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern.

7. SMS Messages. You consent to the receipt of SMS messages from TAB Bank in the quantity, frequency and types delivered through the Services. SMS messaging services are provided by TAB Bank or by its third party service provider. You and TAB Bank are solely responsible for the content transmitted through SMS messages sent between you and TAB Bank. You must provide source indication in any SMS messages you send (e.g. mobile telephone number, “From” field in SMS message, etc.) You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.

8. Optional Mobile Check Deposit Service. As part of the Services, TAB Bank may allow you to present an image of a legal representation, as defined by federal law, of a check to be deposited into your TAB Bank checking or savings account electronically, in which case you agree to the following additional terms and conditions:

- a. General. As part of this Service, you must only use official and up to date TAB Bank applications. You are responsible for all the data that you submit to TAB Bank which must accurately represent the information on the original check(s). You agree that the electronic image of the item submitted to TAB Bank, as defined by federal law, is a legal representation of the check for all purposes, including return check processing.
- b. Technical Difficulties. When using this Service, you may experience technical or other difficulties. TAB Bank does not assume liability for any technical or other difficulties that you may incur. TAB Bank reserves the right to change, suspend or revoke services, immediately and at any time without prior notice to you. In the event this Service is not available to you, you acknowledge that you can attempt to deposit your check by mail.
- c. Eligible Accounts. Only Checking and Savings accounts are eligible for this Service
- d. Charges or Fees. TAB Bank does not charge a usage fee for this Service. TAB Bank reserves the right to start charging for this Service at any time upon notice. If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that TAB Bank may charge back the amount of the return to the account the check was originally deposited to and you will be assessed a fee in the amount shown on TAB Bank's Schedule of Fees. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment. You authorize TAB Bank to debit any account maintained by you in order to obtain payment of your obligations under this Agreement. You acknowledge that wireless providers may assess fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations, and restrictions, and that TAB Bank may contact you via your wireless device for any purpose concerning your accounts at TAB Bank, including but not limited to account servicing and collection purposes.
- e. Eligible Items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC, Availability of Funds and Collection of Checks.
- f. Ineligible Items. You agree that you will not use this Service to scan and deposit any ineligible items including but not limited to checks that have been previously presented for payment.
- g. Endorsement Requirements. You agree to endorse all items with your signature, your account number, and print "For TAB Mobile Deposit Only" on all items. TAB Bank reserves the right to reject all items that are not endorsed as specified and all items that require third party authorization.

h. Deposit Limits. When using the Service to deposit funds, such deposits are restricted to the deposit limits established by TAB Bank. Limits apply to the total deposit amount and the number of items that can be processed per account on a daily, weekly and monthly basis. These limits can change at any time without notice and at TAB Bank's sole discretion.

i. Receipt of Items. TAB Bank reserves the right to reject or hold any item transmitted through this Service, at its discretion. TAB Bank is not liable for items it does not receive or for images that are not transmitted completely. An image is considered received when the customer receives a confirmation screen after submitting a Mobile Check Deposit. However, such notification does not mean that the transmission was without error. Once an item is reviewed and approved, the account will be credited in accordance with the funds availability policy disclosed in TAB Bank's Your Deposit Account Disclosure.

j. Retention and Disposal of Items. You agree to retain each Mobile Check Deposit item for sixty days after your funds have been posted to your account. After such time, you agree to dispose of the item(s) in a way that prevents representing for payment (i.e. shredding). Upon receipt of these funds you agree to mark the item prominently as "Void", and you agree to store each retained item in a secured locked container until such proper disposal is performed. You will promptly provide any retained item to TAB Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item.

9. Privacy, Consent to Use of Data and Security. Any information or content that you provide through the Services is subject to TAB Bank's Privacy Policy, available at <https://www.tabbank.com/privacy-policy/>. Among other things, you agree that the Licensor may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Software. The Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies. You agree to take every precaution to ensure the safety, security and integrity of your TAB Bank account and transactions when using the Services. You agree not to leave your device unattended while logged into the Services and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your device, login information, or other means to access the Services, you are responsible for any transactions they authorize and we will not be liable for any

damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your TAB Bank account.

10. Export Restrictions. You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

11. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

12. Disclaimer of Warranty. THE SOFTWARE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR OR TAB BANK OR THEIR AFFILIATES OR LICENSORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL

DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, THE LICENSOR'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

14. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless TAB Bank its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of the Services.

15. Miscellaneous. This Agreement constitutes the entire agreement between you and the Licensor concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Utah, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Utah and you expressly consent to jurisdiction and venue thereof and therein. This Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.