

## Mobile Banking Terms & Conditions

MyBTRmoney with Mobile Deposit Access your account information securely anytime, anywhere from the convenience of your mobile phone! Enjoy the benefits of receiving account details by text message or take advantage of Online Banking and Bill Pay features easily through your phone's web browser or through our mobile app. About myBTRmoney You may access your account(s) using myBTRmoney by web-enabled cell phone by using the bank issued mobile web link or downloadable app and using your online banking password to:

- Transfer funds between checking and savings accounts
- Make payments from checking or savings to loans with us
- Make payments from checking to third parties
- Get information about checking, savings, CD and loan accounts
- Transfer funds from lines of credit to checking or savings accounts
- Deposit checks to your checking or savings accounts (myBTRmoney app only)

Web access is needed to use this service. You may be charged access fees by your cell phone provider based on your individual plan. Check with your cell phone provider for details on specific fees and charges. When two balances are displayed, the Available Balance may include Bank of Travelers Rest's Overdraft Privilege, RediLink or RediReserv.

Thank you for using myBTRmoney ("Services") and any related Software ("Software") provided by Bank of Travelers Rest ("Bank") combined with your mobile phone's text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and BillPay services of which the Service is a part. The Bank in its discretion may modify these Terms and Conditions at any time. By continuing to use this service, you agree to any modifications in the Terms and Conditions. Standard messaging charges apply.

### Terms and Conditions:

1. **Program:** Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (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 with Bank 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. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.

2. **Mobile Deposit:** This service allows you to deposit checks into certain accounts using the myBTRmoney app.

A. Types of Checks: Most checks can be deposited using Mobile Deposit; however, there are some types you cannot deposit.

These include but are not limited to:

- a. Check drawn on banks outside of the United States.
- b. U.S. Savings Bonds
- c. Checks payable to any person or entity other than you or a joint account holder.
- d. Checks without preprinted information such as “starter checks”.
- e. Checks that are dated after the date of deposit, checks that are dated more than 180 days before the date of deposit or checks that indicate that they are no longer valid.
- f. Checks that are not an original check such as substitute checks or remotely created checks.

B. Availability of Funds Deposited: Funds are normally made available within two business days. Checks that are deposited through Mobile Deposit are subject to verification by the Bank. Items may be rejected for any reason, and we will not be liable to you. If an item is rejected, you will need to deposit in person by going into a branch or using an ATM which accepts deposits.

C. Deposit Cut-off time: Deposits made through Mobile Deposit must be made and verified by 6:00 p.m. Eastern Standard Time on a business day to be considered deposited the same day. Deposits made on or after 6:00 p.m. Eastern Standard Time on a business day, on a holiday or weekend will be considered deposited the next business day. Business days are Monday through Friday, excluding Federal Holidays unless otherwise posted on our website.

D. Deposit Limits: The total amount you will be able to deposit each business day is \$10,000.

E. Destruction of Original Checks: Before depositing your check, write “For Bank of Travelers Rest Mobile Deposit Only” below your signature. Retain your check for 14 days after it posts to your account and then destroy it. Destroying the original check will prevent it from being deposited a second time. You may be liable for checks deposited more than once.

F. Types of Accounts: The Bank may limit the type of checking or savings account that is available for Mobile Deposit.

G. Service Limitations: The Bank may at any time for any reason limit or discontinue this service without notice. The Bank is not liable for any damage you incur as the result of any issues or the unavailability of this service.

H. Errors: The Bank will provide periodic statements that will identify deposits made through Mobile Deposit. Additionally, you have access to Online and myBTRmoney which provides information about transactions on your account. You agree that it is your responsibility to review all information the Bank makes available to you in a timely manner and to verify that deposits made through Mobile Deposit have been received and accepted and are accurate. You agree to notify us promptly of any errors, omissions or discrepancies within the period provided by the Terms and Conditions that govern your account. You may notify us of errors by calling (864)834-9031, toll-free (888)557-2265, emailing [electronicbanking@bankoftravelersrest.com](mailto:electronicbanking@bankoftravelersrest.com) or visiting any branch.

3. You may also contact us for questions or to cancel myBTRmoney or Mobile Deposit by calling (864)834-9031, (888)557-2265 or emailing [electronicbanking@bankoftravelersrest.com](mailto:electronicbanking@bankoftravelersrest.com).

4. The Services and/or Software may not be available at any time for any reason outside of the reasonable control of Bank or any service provider.

5. To print a copy of these Terms and Conditions, go to [www.bankoftravelersrest.com](http://www.bankoftravelersrest.com). Login Online Banking and click on User Agreement, then click on Mobile Banking Terms and Conditions. Privacy and User Information.

You acknowledge that in connection with your use of the Services, Financial Institution and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively "User Information"). The Financial Institution and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services 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 Financial Institution and its affiliates and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content. Restrictions on Use. You agree not to use the Services and 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 the Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Financial Institution (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Financial Institution or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Financial Institution, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal

or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

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

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

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 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 law's 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.

**Bank of Travelers Rest 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 Bank of Travelers Rest 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 Bank of Travelers Rest 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 Bank of Travelers Rest 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. Bank of Travelers Rest 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 Bank of Travelers Rest 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 informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, text "STOP" to 65958 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 Bank of Travelers Rest 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 65958. In case of questions please contact customer service at 888-557-2265. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS. **Limitations.** Bank of Travelers Rest 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 Bank of Travelers Rest's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Bank of Travelers Rest, 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. Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, Bank of Travelers Rest 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. Bank of Travelers Rest 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 Bank of Travelers Rest 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 Bank of Travelers Rest 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 Bank of Travelers Rest Mobile Banking. Bank of Travelers Rest 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 Bank of Travelers Rest Mobile Banking. Android is a trademark of Google Inc.

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