



**The Bank of San Antonio Cash Stream Online Banking Agreement Schedule A:  
Mobile Banking and Mobile Remote Deposit Agreement**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF THE BANK OF SAN ANTONIO MOBILE BANKING AND MOBILE REMOTE DEPOSIT SERVICES.

BY ACCESSING OR USING THIS SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY THE BANK FROM TIME-TO-TIME WITH UPDATES POSTED ON THIS SERVICE. As used in this Agreement, the words "we," "our," "us," and "Bank" mean The Bank of San Antonio and all of its affiliates, as applicable. "You," "your" and "Customer" refer to the accountholder authorized by the Bank to use the Bank's Mobile Banking and Mobile Remote Deposit Services (as defined herein), and anyone else authorized by that accountholder to exercise control over the accountholder's funds through such Services. "Account" or "accounts" means your accounts at Bank. "Business days" means Monday through Friday, and holidays are not included.

**1. What These Terms and Conditions Cover.** These Terms and Conditions, along with the Bank's Deposit Account Agreement (the "Deposit Agreement") and the Bank's Cash Stream Online Banking Agreement (the "Online Banking Agreement") govern your use of the Bank Mobile Application Services (defined below). These Services permit you as Bank customer (including consumers, sole proprietors and other business customers) to perform a number of banking functions included in the Services through the use of your mobile device (i.e. mobile smart phone or mobile tablet device). Unless indicated otherwise by the context, "linked Bank accounts" or "linked accounts" refers to all of your accounts with Bank or its affiliates that you have linked to the Services. This Agreement is by and between you and the Bank, and we are solely responsible for the Services and Contents. Neither Apple, Inc., Google, Inc. (Android) or any other app store where you download the Bank's mobile application to use the Services are responsible for the Services or its Contents.

**2. Relation to Other Agreements.** Your use of the Services is also governed by your Deposit Agreement and Online Banking Agreement. When you link an account to the Services, you do not change any other agreements you already have with us for that account. You should review your account agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account via the Services. In the event of inconsistency between a provision of this Agreement and any of the other Bank agreements applicable to your accounts, or any other law or regulation, which permits waiver or modification by agreement, the provisions of this Agreement shall prevail, but only to the extent of the inconsistency.

In addition, you understand and agree you are still subject to the terms and conditions of any agreement you have with any unaffiliated third-party service providers, including, but not limited to, your mobile service provider (e.g. AT&T, Verizon, Sprint, T-Mobile, etc.) or any third-party provider of or marketplace for the Services (e.g. Apple, Inc., or Google, Inc. (Android)), and this

Agreement does not amend or supersede any of those separate third-party service provider agreements. You understand that such services may provide for fees, charges, limitations and restrictions which might impact your use of our Services (e.g. data use charges, etc.), and you agree to be solely responsible for all such fees, charges, limitations and restrictions. You agree that only your mobile service provider is responsible for the performance and operation of its products and services, including your mobile device and the mobile service provider's own network. You agree to resolve any problems with your mobile service provider without involving the Bank, Apple, Inc. or Google, Inc. (Android). You must comply with applicable third party terms when using the Services (e.g. you cannot be in violation of your wireless provider agreement when using the Service.)

**3. Accepting This Agreement.** When you use the Services described in this Agreement, or authorize others to use them on your behalf, you acknowledge and understand that you also agree to this Agreement, and that you cannot begin using the Services until you have indicated your agreement as instructed via in the Bank's Online Banking Services. In addition, you provide the Bank with your express consent permitting us to contact you as necessary to provide the Services (including push notifications to your mobile device). Such activities may include, but are not limited to, providing account alerts, confirming account activity, confirming mobile remote capture deposits, undertaking fraud prevention, servicing, advertising, or for any other purpose as provided in this Agreement. You also provide your express consent to receive advertising messages from unaffiliated third parties that may be included in the Services or messages we may send to your mobile device. You agree to receive such unaffiliated third party advertisements even if your mobile device is registered on any federal or state do-not-call registry. In addition, to provide certain Services it may be necessary for Bank to utilize geo-location or other location information from your mobile device, and you expressly allow Bank to use such information to deliver the Services even if your mobile device is registered on any federal or state do-not-track registry.

**4. Mobile Services.** Bank's mobile banking and mobile deposit services (the "Services") provide personal financial information management services and check deposit via mobile remote deposit capture on your mobile device. The Services are designed to allow you to conduct mobile banking functions such as balance inquiry and account activity, and to make deposits to your accounts from your mobile device. The Bank reserves the right to add or remove various components of the Services in Bank's sole discretion. Customer should contact customer service at: (210) 807-5524 for a complete listing of current mobile Services.

Some of the activities listed above may not be available for certain accounts or customers. We reserve the right to modify the scope and type of activities offered via the Services at any time in our sole discretion. We also reserve the right to refuse to make any transaction you request through the Services for a variety of reasons as set forth in any of the agreements listed in Section 2 governing your use of the Services.

Subject to the terms and conditions herein, Customer subscribes to, and Bank agrees to provide, the Mobile Deposit Capture ("MDC") Service to be used by Customer in accordance and in compliance with and the Check Clearing for the 21st Century Act ("Check 21 Act"). The MDC Service enables you to create and submit electronic check images (also known as Image Replacement Documents ("IRD")) to the Bank, for deposit to your personal or business deposit account(s), as applicable, in lieu of the Original Checks (as defined herein) from which such check images were obtained. The dollar amount limits and daily number of transaction limits for MDC Services shall be determined by the Bank in its sole discretion. Customer should **contact customer service at: (210) 807-5524** for information regarding dollar limit and daily number of transaction restrictions. Items exceeding Customer's daily limit (will be the decision of the bank whether to accept or reject for same day processing) may require delivery to the Bank for processing or held until the next Business Day for transmittal.

Bank retains the ability to either approve or deny your use of Mobile Services, including the MDC Service in Bank's sole and absolute discretion. If Bank approves you to use such Services, then by using such Services, you agree to the applicable provisions set forth in this Agreement, you agree to pay any fees that Bank may charge in conjunction with such Services (as set forth in Bank's current fee schedule), and you understand and agree that the meanings of the defined terms set forth in this Agreement and any related documentation made available to you by us for use with the Services.

In the event of any unforeseen issues or failure of this product for MDC Services for deposits, your deposits can be made in person at any Bank branch or by mailing deposits to:

The Bank of San Antonio  
1900 NW Loop 410  
San Antonio, TX 78213

**5. Account Ownership/ Accurate Information.** You represent that you are the legal owner of the accounts linked to the Services, and that all the information you provide to us in connection with the Services, including your e-mail and contact information, is accurate, current and complete, and that you have the right to provide such information to us for using the Services. You agree not to misrepresent your identity or your account information. You will keep your account information up to date and accurate. You are an authorized user of the mobile device you use to access the Services.

**6. Use of E-mail Address.** We may send messages relating to the Services to the e-mail address we have on file for you and notify you that responses to your payment inquiries or customer service inquiries are available, or as otherwise described any applicable agreements governing the Services. Bank will not, however, include any account numbers, access codes or similar non-public personal information in any e-mail response to you. If, for any reason your e-mail address changes or becomes disabled, please contact Bank immediately so that we can continue to provide you with automated messages.

**7. Location-Based Information.** If you use any location-based feature of the Services, you agree that your geographic location and other related personal information may be accessed and disclosed via the Services, even if your mobile device is registered on any federal or state do-not-track registry. If you wish to revoke Services access to such geographic location information, you must cease using the location-based features of the Services.

**8. Information Regarding Mobile Deposit Capture ("MDC") Transactions.** For the purposes of this section and other provisions relating to the MDC Service, any capitalized term not otherwise defined herein has the definition ascribed to it under the Check21 Act. If you have met, in our sole discretion, the conditions we have established for use of MDC Services to make deposits via Electronic Images, we will provide for acceptance for deposit to your account(s) the Electronic Images of Original Checks for collection as allowed under this Agreement and the Documentation.

By depositing Electronic Images with the Bank via the MDC Services, you give us the same warranties and indemnities that we, as a reconverting bank, would give under applicable law or regulation. You understand and acknowledge that all of the warranties deemed given by a depositor of a check to a bank under the Uniform Commercial Code ("UCC"), as applicable from time to time in the State of Texas, shall also apply to any Electronic Image of an Original Check the same as if such Electronic Image or Substitute Check were a paper check within the meaning of the UCC as adopted by the State of Texas ("Texas UCC"). Accordingly, except to the extent that any warranties deemed given under the Texas UCC are expressly superseded by the Check 21 Act or the Check 21 regulations, you understand that you are deemed to give us all the same warranties you would have given under the Texas UCC for the deposit of an Original Check by

transferring to us: (a) any Substitute Check; (b) an IRD or other item purporting to be a Substitute Check; or (c) any Electronic Image that purports to contain a Sufficient Copy of an Original Check or a Substitute Check.

Such warranties also include the following two (2) specific warranties regarding transfer and presentment:

- You warrant that the Electronic Image that we convert to a Substitute Check meets the requirements described in § 229.51(a)(1) – (2) of the Check 21 Regulation (found at 12 CFR §229.51(a)(1) – (2)) for legal equivalence
- And your warranty given above is deemed given to us and any other person, company or bank to which we transfer, present or return the Substitute Check or a paper or electronic representation of the Substitute Check

The above warranties are deemed given to Bank and any person, company or bank to which Bank transfers, presents or returns any of the Images included in such electronic file as a Sufficient Image Copy or that purports to be a Sufficient Image Copy created by Bank or any subsequent bank receiving a copy of such image. Customer represents that it shall permit no third parties to use the MDC Service to deposit Original Checks to Customer's account.

With respect to each and every MDC deposit initiated by you, you represent and warrant to Bank that you shall perform your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC and the Bank Secrecy Act.

A. Prohibited Transactions; Endorsement and Processing; Retention of Original Checks.

1. *Prohibited Transactions.* Customer agrees not to use the MDC Service to deposit or otherwise process: (i) non-cash items; (ii) items drawn on foreign banks or payable in other than U.S. money; (iii) items without preprinted magnetic ink routing numbers; (iv) items for which Customer is not a holder in due course; (v) Substitute Checks, except those which have been returned to Customer for any reason; (vi) items payable to any person or entity other than Customer (i.e. no third party deposits); (vii) items containing apparent alterations to any of the information on the front of the check or item, or which you know or suspect (or should know or suspect) are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; (viii) items dated more than six months prior to the date of deposit; (ix) items prohibited by Bank's current procedures relating to the Services or which are not acceptable under the Agreement; (x) Original Checks or other items previously converted to a Substitute Check; (xi) checks or items that are Remotely Created Checks (as defined in Reg. CC); or (xii) Checks or items prohibited by Bank's current Documentation relating to Personal Mobile RDC Services, or checks or items which are otherwise not acceptable under the terms of your account(s).

2. *Endorsement and Processing of MDC Deposits.* **All checks submitted through the MDC Service must be properly endorsed by the Customer prior to transmittal, and such endorsement must include below the signature "FOR DEPOSIT ONLY – THE BANK OF SAN ANTONIO ACCOUNT # \_\_\_\_\_" with your account number filled in.** Items transmitted without such proper endorsement are subject to rejection by Bank. Customer shall submit check images to Bank in such format, and with such associated check information, as Bank may require periodically, utilizing Accredited Standards Committee X9's Specifications for Electronic exchange of Check and Image Data (DSTU X9.37-2003) and in conformance with the requirements of Bank's Mobile Application. Bank reserves the right to reject any single check image or group of check images for any reason, before or after it/they appear on Bank's system. Customer agrees to inspect and verify the quality of the check images, ensuring that the check images of the front and back of the original check are legible

before capturing the image via the MDC Service. Specifically, Customer warrants the following: (i) the check image is an accurate representation of the information contained in the original check, and the check image includes all endorsements from the original check; (ii) each check image contains a record of all MICR line information required for a substitute check, and the check image satisfies all of the requirements of the Check 21 Act and Regulation CC; (iii) the original check, a duplicate check image, or any copy of the original check or check image will not be deposited by Customer with Bank; and (iv) the original check, a duplicate check image, or any copy of the original check or check image will not be presented, transferred or returned such that Bank or any other person will be asked to make a payment based on a check or check image that has already been paid. Bank has no responsibility or liability for any fees incurred due to the rejection of transmitted items for missing/incomplete endorsements. Unless the Bank notifies Customer otherwise, Bank provides same day credit to the applicable account for all items transmitted Customer and received by the Bank within the timelines established by the Bank.

Electronic Images shall be deemed received by us for deposit based upon time of receipt as well as successful receipt of Electronic Images that are complete, usable, and adhere to the standards discussed above. If any Electronic Image is not complete, is not usable, or does not adhere to the Standards, the Electronic Image may not be processed by us, in which event your deposit will be adjusted and notification provided. You understand we will process only your Electronic Images that comply with the standards discussed above and are Sufficient Image Copies, and we will use commercially reasonable efforts to present these Sufficient Image Copies for collection under the Check 21 framework. The daily cut-off time for MDC deposits received and processed is 6:00 p.m. CST. Such daily cut-off times may be adjusted by Bank in its sole discretion from time to time upon notice to you. If the deposits are not received by the end-of-day cutoff time, Bank will not guarantee that deposits will be processed that day. Bank may accept these deposits and they will be processed on Bank's next Business Day. Bank shall give provisional credit for deposits subject to revocation of credit for deposits as provided in Regulation CC and the Uniform Commercial Code as adopted in the State of Texas. The availability of funds for deposits via MDC Services is set forth in this Agreement and in the Bank's funds availability schedule.

Should a Drawee Financial Institution return an item to us unpaid, we will charge your respective account for such returned item and may either (i) return the item to you, or (ii) re-present it to the Drawee Financial Institution before returning it to you. Items may be returned as Image Exchange Items, rather than Substitute Checks. Should a Drawee Financial Institution or other third party make a claim against us or seek re-credit with respect to any Electronic Image, we may provisionally freeze or hold aside a like amount in your account pending investigation and resolution of the claim.

Bank may reject any item which does not comply with the requirements set forth herein. Bank may reject any item if Customer has failed to comply with its account balance obligations. Bank may reject any deposit of Customer that does not adhere to the Security Procedures. Bank shall notify Customer by phone or electronic transmission, including e-mail and fax, or such rejection no later than the Business Day such deposit would otherwise have been transmitted by Bank to the Federal Reserve. Notices of rejection shall be effective when given. Bank shall have no liability to Customer by reason of the rejection of any such deposit or the fact that such notice is not given at an earlier time than that provided for herein.

Customer shall have no right to cancel or amend any deposit after its receipt by Bank. However, if such request complies with the security procedures, Bank shall use reasonable efforts to act on a request by Customer for cancellation of a deposit prior to transmitting it to the Federal Reserve, but shall have no liability if such cancellation is not implemented. Customer shall reimburse Bank for any expenses, losses, or damages Bank may incur in implementing or attempting to implement Customer's request for the reversal of a deposit.

You understand and acknowledge that we are relying on the truth and veracity of all Electronic Images submitted for deposit via the MDC Services by you to us, and you warrant that such Electronic Images accurately reflect Original Checks that are, or at the time of the creation of the Substitute Checks, were, in your possession. You also understand that issues regarding returned item collection, returned deposit, and other issues regarding deposit of Items not specifically addressed in this Agreement shall be governed by the terms and conditions of the Deposit Agreement.

3. *Retention and Security of Original Checks.* Customer shall retain physical checks that represent the deposit for no longer than (30) days following the date of their transmittal to Bank and agrees to make the originals available to Bank within seventy-two (72) hours of Bank's request for fraud control purposes. Such physical checks must be securely stored, to prevent unauthorized access to the items until they are destroyed (locked cabinet, etc.). You understand that in all cases you are solely responsible for safeguarding all items you retain, during the reasonable period of time described above from destruction, alteration or theft. Items are to be securely destroyed in a commercially reasonable manner that renders it unusable or otherwise unreadable (shredding) on the thirty-first (31st) day following the date of the deposit.

B. Funds Availability Regarding MDC Deposits.

1. *Your Ability To Withdraw Funds.* These provisions apply only to demand deposit checking accounts where deposits are made via Bank's MDC Services. You agree that Electronic Images submitted via Bank's MDC Services from your mobile device are not subject to the funds availability requirements of the Federal Reserve Board's Regulation CC. Our policy is generally to make funds from your MDC Services available to you on the first Business Day after the day we receive your deposit. Funds that are deposited using Bank's MDC Services will not be deemed "received" by us until we have received an Electronic Image that meets all of the requirements for deposits (including all requirements to create a Substitute Check) stated in this Agreement and in any Documentation. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay items and transactions drawn on your account. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and holidays. If you make deposit via the MDC Services received and processed by the cut-off time of 6:00 p.m. CST on a day that is not a business day, we will consider such deposit made on the next business day we are open.
2. *Longer Delays May Apply.* In some cases, we will not make all of the funds that you deposit via the MDC Services available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your MDC Services deposits, however, will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than the limit allowed by Bank on any one day
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months
- There is an emergency, such as failure of computer or communications equipment

The availability of funds you deposit via the MDC Services may also be delayed for a variety of additional reasons as determined in Bank's sole discretion, including, but not limited to:

- We believe a check you deposit is a duplicate image
- You deposit checks totaling more than any applicable per item limit, daily dollar amount limit, monthly item limit or any other limitations on your the Services that Bank may impose
- We exercise our rights to investigate any unusual or suspicious MDC items as determined in Bank's sole discretion

We will generally notify you if we delay your ability to withdraw funds for any of these or other reasons, and we will attempt to tell you when such funds will be available. If you will need the funds from a deposit via the MDC Services, you should contact us to inquire when the funds will be available.

C. Customer Representation and Agreements; Indemnity. With respect to each and every deposit initiated by Customer, Customer represents and warrants to Bank and agrees that to the best of Customer's knowledge (a) each deposit is made payable to the Customer (b) any necessary authorization is operative at the time of transmittal or crediting/debiting by Bank as provided herein, and (c) Customer shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC. In addition to other indemnification under this Agreement, Customer also shall indemnify Bank against any loss, liability, or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

D. Limitation on Liability. In addition to the provisions contained in the Agreement, liability shall not exceed the sum of the amount of any loss suffered by the Customer as a result of a breach of warranties under Regulation CC (12 CFR Part 229) up to the amount of any substitute check, interest and expenses (including cost and reasonable attorney fees and other expenses of presentation) related to the substitute check reduced by any amount that the Customer receives and retains as a re-credit. Furthermore, such liability shall be further reduced by the amount of any damages incurred as a result of the negligence or bad faith of the Customer. Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission of communication facilities, equipment failure, war, emergency conditions, or other circumstances beyond Bank's control.

In addition, Bank shall be excused from failing to transmit or delay in transmitting a deposit if such transmittal would result in Bank having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Financial Institution's reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In such event, Customer shall be responsible for having a contingency plan in place including temporarily depositing original, paper items at any branch facility of Bank.

Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Dallas for the period involved. At Bank's option, payment of such interest may be made by crediting the account resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Customer or any other person described in the foregoing agreement.

E. Customer Responsibilities. Customer will maintain at least one or more accounts at Bank eligible for the transactions conducted via the Services, including receiving MDC deposits. With regard to the MDC Services, Customer will inspect and verify the quality of Electronic Images,

ensuring that the Electronic Images of the front and back of the Original Checks are legible for all posting and clearing purposes by Bank. The Customer's applicable account will be charged for any deposited check that is later returned to Bank owing to an actual or alleged breach of any warranty made in this Agreement. Customer will assist in the installation and implementation of any changes and upgrades to the MDC Services as required by Bank to ensure compliance with regulatory changes and developments, or to protect the integrity and security of such Services. Customer will use the MDC Services to enter, process, and transmit Original Checks in accordance with procedures and transmission deadlines outlined in this Agreement. Customer will verify Bank's receipt of its MDC deposits by reviewing deposits that have been posted to the designated accounts, in addition to cooperating with Bank in any investigation and resolving any unsuccessful or lost transmissions. Customer will comply with all Security Procedures outlined in this Agreement and any Documentation and agrees not to bypass, override or disable any security mechanisms in the processing software or processing equipment. Customer will retain each Original Check for the time frame specified in this Agreement after an Electronic Image of the check has been created and will promptly provide any related Original Check (or Sufficient Copy of the front & back of the Original Check) to Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any check. Customer understands that in all cases it is solely responsible for safeguarding all such images from destruction, alteration or theft in accordance with the provisions of this Agreement. Customer will use commercially reasonable methods to destroy the Original Checks after the required retention time has expired to render them unusable or otherwise unreadable. Customer will cooperate with Bank in providing information and access to Customer records in the event of lost, mistaken, incomplete, or unusable Electronic Images, or in the event of claims of fraud, alteration, counterfeit or otherwise. Customer may not perform the MDC Services for any third party, and any attempt to do so shall automatically terminate this Agreement, except for any provisions of this Agreement that are expressly to survive such termination.

**9. Reporting Unauthorized Transactions; Liability for Authorized Mobile Application Transactions.** To report unauthorized transactions on any of your accounts, please contact us using the information listed in the "Service Contact" section of this Agreement. Requirements for reporting unauthorized transactions are set forth in your Deposit Agreement.

Tell us at once if you believe your mobile ID or password has been compromised or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us immediately. The unauthorized use of your mobile ID or password could cause you to lose all of your money in your accounts, plus any amount available under your overdraft protection plan.

When you give someone your mobile ID and password, you are authorizing that person to use your Services, and you are responsible for all transactions that person performs while using your Services. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized. Additional information regarding unauthorized transfers can be found in your Deposit Agreement.

Transactions initiated by you, or by someone acting with you or at your instruction, with fraudulent intent are also deemed authorized transactions. For your protection, sign off after every Mobile Application Service session.

**10. Use of Services.** You agree that you will learn how to use the Services from the instructions contained within the Services, and you agree that you will contact us at if you have any questions about or problems with the Services. If the Services are modified, you are responsible for understanding how to use any modifications. You may not copy (other than a copy for personal or business use), modify, distribute, transmit, display, perform, reproduce, transfer, resell, lease, rent, distribute access to or republish any of the contents of these Services without the prior written consent of Bank, which may be withheld in its sole discretion. Unless otherwise subject to



the provisions of Regulation E for consumer customers as further described in the Deposit Agreement, Bank will not be liable to you for any losses caused by your failure to properly use the Services or your mobile device.

You agree not to use the Services in any way that would: (a) infringe any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (c) violate any applicable law (law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising, anti-money laundering or bank secrecy); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt the computer networks connection to the Service; (i) interfere with or disrupt the use of the Service by any other user; or (j) use the Service in such a manner as to gain unauthorized entry or access to the Bank's computer systems or the computer systems of others.

**11. Processing Equipment and Processing Software.** You must obtain the Bank's Mobile Application in the Apple or Google (Android) app stores and install it on your mobile device in order to become approved and use the Services. You must comply with the mobile device hardware, software, and other requirements, as well as applicable Security Procedures, as set forth in this Agreement and in any related documentation or any supplemental information and/or instructions provided by the Bank.

For the MDC Services in particular, you understand that failure to comply with mobile device hardware, software and other requirements regarding the Services may result in you being unable to generate a Sufficient Image Copy in order to create an Electronic Image to complete a MDC deposit.

Bank reserves the right as encryption technology develops to impose further reasonable requirements to maintain the appropriate level of security for the Services and transactions contemplated hereunder, and you agree to abide by such requirements. Furthermore, you understand and acknowledge that if you do not implement and follow your own commercially reasonable hardware, software, physical access and physical storage security procedures regarding any of the data owned by you, which includes such data containing your sensitive personally identifiable information ("PII") of any individual, the security of your Services may be compromised. You understand, acknowledge and agree that installation, maintenance and operation of your mobile device (hardware and software) and related security procedures that you adopt and follow, including, but not limited to, data security protection, firewalls and anti-virus software, is your sole responsibility, and that you are solely responsible for securing, encrypting, protecting and otherwise safeguarding the data owned by you.

In addition to other limitations on Bank's liability contained elsewhere in this Agreement, you understand, acknowledge and agree that the Bank is not responsible for any loss or damages resulting from any errors or failures of your mobile device or data processing systems, including, but not limited to any mobile device virus or malware attack (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to the data owned by you, or any mobile device network problems that may be associated with your access and use of our Services.

For avoidance of doubt, you understand, acknowledge and agree that all data provided by you to Bank (including, but not limited to, Electronic Images or Substitute Checks retained on any processing equipment, processing software, or any other processing equipment or software (including your mobile device used by you in conjunction with the Services), and all data

produced, compiled or otherwise provided by Bank to you, in any form or format, is your sole and exclusive property and copies thereof shall be provided to you at your request from time to time and at any time. Once such data owned by you is delivered by Bank to you, retrieved by you from Bank, or otherwise created as a byproduct of a transaction between you and Bank and retained by you, such data owned by you is solely within your possession and control.

**12. Security Procedures.** Unless otherwise subject to the provisions of Regulation E for consumer customers as further described in your Deposit Agreement, you are responsible for all payments, transfers or other transactions you authorize using the Service. If you permit other persons to use your mobile device to access the Service, you are responsible for any transactions they authorize. If you access the Service on your mobile device, you understand that you will be required to enter your mobile ID and password. The Service may include your name and certain information about your account, such as the last 4 digits of your account number or specific account transaction information. **You understand and acknowledge that transmission of your masked account number and specific information, including dollar amounts or individual payees and payors, does not constitute transmission of personal or private information, and you hereby authorize us to send such information via the Service to your mobile device. Use of our normal security procedures for maintaining confidentiality and security of information constitutes fulfillment of our obligations to exercise due care.**

With regard to the Services, you agree to the security procedures (“Security Procedures”) used by the Bank in connection with such Services. Such Security Procedures offered by the Bank are described herein and in related documentation applicable to such Services. As part of the Security Procedures, Bank may employ various authentication technologies, including, but are not limited to, use of mobile IDs, passwords and other “Additional Authentication Information” (“AAI”) that Bank may require you to provide at Bank’s sole discretion. Bank employs various security and authentication technologies to ensure that you are communicating directly with the Bank, and also to ensure that your mobile device is communicating with a legitimate Bank computer. You are responsible for the establishment and maintenance of your internal procedures reasonably adapted to insure the confidentiality and security of Security Procedures. YOU UNDERSTAND AND AGREE THAT YOU WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER YOUR MOBILE ID AND PASSWORD PROVIDED BY BANK, AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL YOU WOULD USE FOR CASH, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL IN THE CIRCUMSTANCES.

If you have reason to believe that any Security Procedure has or may have become known by unauthorized persons, you shall immediately notify the Bank by telephone and confirm such oral notification in writing to the Bank within twenty-four (24) hours of the oral notification. The Bank will replace the Security Procedures in accordance with the Bank’s standard security requirements related to the Services. To the maximum extent permitted by applicable law, you will be solely liable for all transactions initiated before the Bank has received such notification and has had a reasonable opportunity to act on such notification. The Bank reserves the right to change any or all of the Security Procedures offered and/or used at any time by giving oral or written notice to you. You agree that your use of the Services after the Bank provides notice of such changes constitutes your acceptance of the new Security Procedures. You acknowledge that the purpose of Security Procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. The Bank is not agreeing to any Security Procedures or other procedure for the detection of errors. You represent that for MDC Services, you consider the Security Procedures to be commercially reasonable with respect to the size, type, and frequency of deposits you anticipate submitting.

No Bank employee, nor any company affiliated with or a third party service provider of Bank, will contact you via e-mail or phone requesting your mobile ID or mobile password. If you are contacted by anyone requesting this information, DO NOT GIVE ANY OF YOUR INFORMATION OUT, and please contact us immediately to report the details of the incident.

**13. Maintenance and Support.** Bank is solely responsible for providing any maintenance and support services with respect to the Services, as specified in this Agreement and under applicable law. Bank and you acknowledge that neither Apple, Inc. nor Google, Inc. (Android) have any obligation whatsoever to furnish any maintenance and support services with respect to the Services.

**14. Copyrights and Other Intellectual Property; User Conduct.** The license granted to you for the Services is a non-transferable license to use the Services on an iOS or Android Operating System product that you own or control and as permitted by the usage rules and terms of service governing the Apple, Inc. App Store or the Google, Inc. Android, as applicable.

Except where otherwise expressly noted or as noted below, all contents of the Services, including the graphics, icons and overall appearance of the Services, are the sole and exclusive property of Bank, its subsidiaries or affiliates, or third parties with whom Bank utilizes to provide any portion of the Services. Certain of Bank's trademarks and/or service marks are also included in the Services. The posting of the contents of the Services neither constitutes a waiver of any of Bank's proprietary rights or any other party's proprietary rights, including but not limited to, copyrights, trademarks, service marks, patents, and other intellectual property, nor a transfer by implication, estoppel, or otherwise of any such rights or of any license to the Service user or to any third party. Contents of the Services are protected by United States and international copyright laws, both as individual works and as a collection and by United States and international trademark laws. You agree not to delete any copyright, trademark or similar notice from any Contents you obtain from the Service.

The display of third party trademarks within the Services does not grant you a license of any kind. Any downloading of material contained in the Services, or of any site linked to the Services may be a violation of federal trademark and copyright laws. Any downloading of contents of the Services or any other service linked to the Services may be a violation of federal and other trademark laws and federal copyright laws.

Bank and you acknowledge and agree that, in the event of any third party claim that the Services or your possession or use of the Services infringes that third party's intellectual property rights, Bank and its third party service providers are solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

**15. Change In Terms.** Please refer to the applicable sections of the Bank Internet Banking Agreement for details regarding changes in terms in this Agreement.

**16. Service Contact.** Bank and any of its third party service providers are the developers of this Service. If you have any questions, complaints or claims with respect to the Service, you may contact Bank by phone at (210) 807-5524, e-mailing us at [customerservice@thebankofsa.com](mailto:customerservice@thebankofsa.com) or writing to us at this address:

**The Bank of San Antonio  
Attn: Customer Service  
1900 NW Loop 410  
San Antonio, TX 78213**

**17. Bank Responsibilities.** Bank will provide access to the processing equipment and software for the Services through the Bank's Mobile Application. Bank will also provide maintenance and support for the Services to ensure the accurate delivery of the Services, including, but not limited to:

- Corrections, contingent or alternate work methods, and repairs to any know system bugs or errors.
- Modifications, enhancements, or updates that Bank elects to make generally available to its customers.
- Telephone and email support during Bank's normal business hours.

Bank will provide the required mobile ID and password to Customer in order to engage in the Services. Bank will provide related documentation as well as training materials and support reasonably required for Customer's use of the Services.

**18. Legal Compliance.** Bank and you agree to abide by all applicable international, federal, state and local laws, rules, regulations and ordinances pertaining to the Services. You represent and warrant that (a) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (b) that you are not listed on any U.S. Government list of prohibited or restricted parties, such as the U.S. Department of Treasury's Office of Foreign Asset Control's Specially Designated Nationals List.

**19. No Warranties.** Although Bank attempts to provide accurate information, names, images, pictures, logos, icons, documents, and materials on the Services, Bank makes no representation, endorsement, or warranty that such Contents are accurate or suitable for any particular purpose. In addition to any other warranty issues discussed in this Agreement, THE SERVICE AND ITS CONTENTS ARE PROVIDED ON AN "AS IS" BASIS. USE OF THE SERVICES AND CONTENTS IS AT YOUR SOLE RISK. THE SERVICES AND CONTENTS ARE PROVIDED WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH THE SOLE EXCEPTION OF WARRANTIES (IF ANY) WHICH CANNOT BE EXPRESSLY EXCLUDED UNDER APPLICABLE LAW. AS NOTED BELOW, BANK ALSO MAKES NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE OPERATED BY A THIRD PARTY WHICH MAY BE PART OF OR ACCESSED VIA THE SERVICE.

Finally without limitation as to the foregoing, in regard to Limitation of Liability, IN NO EVENT WILL BANK OR ITS SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH ANY PARTY'S USE OF THE SERVICE OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THIS SERVICE OR ANY SERVICE OPERATED BY ANY THIRD PARTY WHICH MAY BE PART OF AR ACCESSED VIA THE SERVICE, OR ANY CONTENTS OF THIS SERVICE OR ANY OTHER SERVICE, EVEN IF BANK IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

If you download the Service from Apple, Inc. via the Apple App Store, then in the event of any failure of the Service to conform to the warranty as described in this Agreement, you may notify Apple, Inc., and Apple, Inc. will refund your purchase price for the Service, if any. However, to the maximum extent allowed by Applicable Law, Apple, Inc. will have no other warranty obligation whatsoever with respect to the Services, and any other claims, losses, liabilities, damages, costs

or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Bank and any of its third party providers.

**20. Service Claims; Our Limited Liability for Use of Mobile Application Service.** Bank and you acknowledge and agree that Bank, and not Apple, Inc., or Google, Inc. (Android), is responsible for addressing any claims (a) by you or any third party relating to the Services, or (b) relating to your possession and use of the Services, including, but not limited to product liability claims or any claim that the Service fails to conform to any Applicable Law, including applicable consumer protection laws.

In addition to any other limitation on liability of the Bank and its third party service providers as stated in this Agreement, IN NO EVENT WILL BANK, OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE OF GOODS OR MOBILE BANKING), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICE. THE AGGREGATE LIABILITY OF BANK AND OUR THIRD PARTY SERVICE PROVIDERS UNDER THESE TERMS OF USE SHALL NOT EXCEED FIVE HUNDRED DOLLARS. Because some states do not allow the exclusion or limitation of liability for consequential damages, the above limitations may not apply to you.

**21. Indemnification.** You understand that there are risks associated with using your mobile device, and that in the event of theft or loss, your confidential or personally identifiable information could become compromised. UNLESS CAUSED BY BANK'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD BANK AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, MOBILE SERVICE PROVIDERS, AND LICENSORS HARMLESS FROM ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES AND/OR COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES) 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 SERVICE.

**22. Third Party Beneficiaries.** You agree that our third party service providers may rely upon your agreement and representations, and that such service providers are intended third party beneficiaries to this Agreement, with the power to enforce this Agreement against you. Bank and you acknowledge and agree that Apple, Inc., and all of its subsidiaries, and Google, Inc. (Android) and all of its subsidiaries, are third party beneficiaries of these Terms and Conditions and that, upon your acceptance of these Terms and Conditions, either Apple, Inc., or Google, Inc., as applicable, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.