

# Important User Information: Terms and Conditions and Related Disclosures

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## T-Mobile MONEY Checking Account

### Accounts Held at BankMobile, a Division of Customers Bank

The terms and conditions set forth below contain important information regarding your relationship with BankMobile, a Division of Customers Bank and its service partners. This information will also explain the products and services that you have requested and the rules that will apply to your use of these products and services.

Review this information carefully and print and retain a copy of these terms and conditions for your future reference.

### Account Terms and Conditions and Related Disclosures

Click on the links below to access important documents.

1. [E-Sign Disclosure and Consent](#)
2. [T-Mobile MONEY Web and Mobile Services User Agreement](#)
3. [Account Terms and Conditions and Related Disclosures](#)
4. [Online Bill Payment Terms and Conditions](#)
5. [Important Information About Substitute Checks \(Check 21 Act\)](#)
6. [Mobile Check Deposit Terms and Conditions](#)
7. [Perks Terms and Conditions](#)

## E-Sign Disclosure and Consent

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This E-Sign Disclosure and Consent (“Disclosure”) applies to all Communications for those products and services provided by BankMobile, a division of Customers Bank that are not otherwise governed by the terms and conditions of an electronic disclosure and consent.

The words “we,” “us,” and “our” refer to BankMobile, a division of Customers Bank with whom you may have an Account. As used in this Disclosure, “Account” means any account you have with us. “Communication” means any customer agreements or amendments thereto, disclosures, notices, responses to claims, transaction history, tax documents, privacy policies, and all other information related to any products or services, including but not limited to information that we are required by law to provide to you in writing.

### Scope of Communications to Be Provided in Electronic Form:

When you use a product or service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format and that we may refrain from sending paper Communications to you, at our discretion, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Account. This includes providing statements by making them available through these access methods.
- Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims.
- Privacy policies and notices.

### **Method of Providing Communications to You in Electronic Form:**

All Communications that we provide to you in electronic form will be provided either (1) by email, (2) by access to a website that we will designate to you, or (3) mobile application.

### **How to Withdraw Consent:**

You may withdraw your consent to receive Communications in electronic form by contacting us at 1-866-686-9358. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however, your access and use of the website, mobile application, all accounts, and services will be terminated in conjunction with such a request. If you withdraw your consent, we will close your bank account(s), and mail you a refund check for the amount of any remaining balance(s) in your account(s) in accordance with the Account Terms and Conditions. At our discretion, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

### **How to Update Your Records:**

It is your responsibility to provide us with a true, accurate, and complete email address, contact and other information related to your Accounts and this Disclosure, and to maintain and update promptly any changes in this information. You can update information (such as your email address) through the website or mobile application.

### **Hardware and Software Requirements:**

In order to access, view, and retain electronic Communications that we make available to you, you must have:

- An Internet browser that supports Transport Layer Security 1.2, 256-bit encryption.
- Sufficient electronic storage capacity on your computer's hard drive, mobile device, or other data storage unit.
- An email account with an Internet service provider and email software in order to participate in our electronic Communications programs.
- A personal computer, mobile phone, or other secure device with a connection to the Internet, current browser software, and current computer/mobile phone/device operating system and software that is capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted email, via documents in a pdf format or via access to our website.

### **Requesting Paper Copies:**

We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy by contacting us at 1-866-686-9358, provided that such a request is made within a reasonable time after we first provided the electronic Communication to you. We reserve the right, but assume no obligation, to provide a

paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

**Communications in Writing:**

All Communications in either electronic or paper format from us to you will be considered “in writing.” You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.

**Federal Law:**

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

**Termination/Changes:**

We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

**Consent:**

By selecting “I agree to the E-Sign Disclosure and Consent,” you give your affirmative consent for us to provide electronic Communications to you as described herein. You further agree that your computer or other device satisfies the hardware and software requirements specified above and that you have provided us with a current email address at which we may send electronic Communications to you.

## T-Mobile MONEY Web and Mobile Services User Agreement

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This Web and Mobile Services User Agreement (“Agreement”) discusses important rules related to your use of the T-Mobile MONEY website (the “Website”), T-Mobile MONEY mobile application (the “App”), and any related products and services (collectively the “Service”). This Agreement affects your rights and you should read it carefully and print this Agreement or copy it to your computer’s hard drive for your reference. In this Agreement, “you” or “your” means any person using the Service (“Users”). Unless otherwise stated, “BankMobile,” “we” or “our” will refer collectively to BankMobile a Division of Customers Bank and its subsidiaries, affiliates, directors, officers, employees, agents, service partners, and contractors.

By clicking “I Agree”, “I Accept”, or by submitting any information through the Service you agree to the Terms and Conditions of this Agreement and any documents incorporated by reference. You further agree that this Agreement forms a legally binding agreement between you and BankMobile, and that this Agreement constitutes “a writing signed by You” under any applicable law or regulation. Any rights not expressly granted herein are reserved by BankMobile. This Agreement is subject to change by BankMobile without prior notice (unless prior notice is required by law), by posting of the revised Agreement on the Website and the App. Descriptions of material amendments to this Agreement will be posted in advance on the Website and App. You may review the current Agreement at any time in the Statements and Documents section of the App or the Account Disclosures / Terms & Conditions section of the Website.

### 1. The Relationship between You and BankMobile:

By initiating any transactions through the Service, you appoint BankMobile as your agent to obtain the funds on your behalf per your instructions and to transfer the funds to the recipient that you designate, subject to the terms and restrictions of this Agreement. When you send a payment, until that payment is received by the recipient (which may occur instantly), you remain the owner of those funds and BankMobile may hold those funds as your agent, but you will not be able to retrieve those funds or send the funds to any other recipient unless the initial transaction is canceled in accordance with our policies and rules.

## 2. User Responsibilities:

### Eligibility and TMOID:

In order to use the Service, you must have or create an ID with T-Mobile Corporation ("T-Mobile"), known as a "TMOID." Wireless service through T-Mobile is not required to create a TMOID or open an Account. Your TMOID acts as a unique identifier linking you to your account(s) with us.

### Personal Use and Level of Risk:

You agree to use the Service for personal use only. If your information or actions indicate an unacceptable level of risk, as determined at our sole discretion, you will not be eligible to use the Service.

### Registration Information:

You agree to provide true, accurate and complete registration information and to maintain and promptly update your information as necessary. You agree not to impersonate any other person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, BankMobile has the right to terminate your use of the Service and BankMobile, its agents, suppliers, partners, and subcontractors have the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information. You authorize BankMobile, directly or through third parties, to make any inquiries we consider necessary to validate your registration. This may include ordering a credit report, performing other credit checks or verifying the information you provide against third party databases.

### Prohibited Transactions:

You agree that you will not use any Service to initiate transactions related to illegal products or services, including but not limited to materials that infringe the intellectual property rights of third parties. You will not use the Service, the Website or the App, or any of the services offered therein for any unlawful or fraudulent activity. If BankMobile has reason to believe that you may be engaging in or have engaged in fraudulent, unlawful, or improper activity, including without limitation any violation of any terms and conditions of this Agreement, your access to the Service may be suspended or terminated. You will cooperate fully with BankMobile to investigate any suspected unlawful, fraudulent or improper activity. You agree not to impersonate a BankMobile User or a BankMobile representative, or to request that a BankMobile customer provide you with their password or other information to access their account.

### Electronic Communications:

To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding your account and/or your use of the Service ("Communications"), may be provided to you electronically and you agree to receive all Communications from BankMobile in electronic form. Electronic Communications may be posted on pages within the BankMobile website and/or delivered to your email address. You may print a copy of any Communications and retain it for your records. All Communications in either electronic or paper format will be considered to be in "writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not you have received or retrieved the Communication. BankMobile reserves the right but assumes no obligation to provide Communications in paper format.

Your consent to receive Communications electronically is valid until you revoke your consent by notifying BankMobile of your decision to do so by contacting us in writing. If you revoke your consent to receive Communications electronically, BankMobile may terminate your right to use the Service.

**Mobile Communications:**

You consent to and authorize BankMobile to contact you at the mobile/cellular telephone number we have on file for you via autodialer to communicate servicing messages to you, including potential fraud or data breach alerts, confirmation of money transfers, and similar messages to you related to your account(s) and activities therein. You understand that such messages may incur charges and that BankMobile will not be liable for such charges, and that you may opt out of receiving such messages by notifying us through any reasonable means, including but not limited to replying "STOP", calling, or writing us at the phone number or address provided herein.

**Correct Information:**

You agree and warrant that you have access to the Internet and to a current functional email address for personal use. Although we will take reasonable steps to contact you based on information that you have provided us, BankMobile will not be liable for any undelivered email communications or any costs you incur for maintaining Internet access, an email account, or wireless service. You have an AFFIRMATIVE OBLIGATION to provide BankMobile with correct information, including an operational email address, and to notify BankMobile promptly as to any changes or cancellations of any information, such as email addresses you provide to BankMobile. Failure to provide BankMobile with current information, including a working and functional email address for personal use, and/or failure to update BankMobile about a change or cancellation of any of your information, or if BankMobile has reason to believe that either has occurred, may result in suspension of your access to the Service or other measures deemed appropriate by BankMobile. BankMobile reserves the right to take measures to ensure the integrity of its database, and expects that you, as a user, will cooperate and keep your contact and personal information current.

**Passwords:**

You may not reveal your account password(s) or PIN to anyone else, nor may you use anyone else's password. BankMobile is not responsible for losses incurred by users as the result of their misuse of passwords.

**Hacking:**

If you use or attempt to use the Service for purposes other than its intended purposes, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of the Service, your account will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.

**Assignment:**

You may not transfer any rights or obligations you may have under this Agreement without the prior written consent of BankMobile. At any time, BankMobile reserves the right to transfer this Agreement or any right or obligation under this Agreement without your consent.

**Indemnification:**

You agree to indemnify and hold us, T-Mobile, and our affiliates, partners, officers, directors and employees, agents and contractors harmless from any claim, action, demand, loss, or damages (including attorneys' fees) made or incurred by any third party arising out of or relating to your use of the Service.

**Security Interest; BankMobile's Right to Setoff:**

To secure your performance of this Agreement, you grant to BankMobile a lien on and security interest in any account opened or registered through the Service. In addition, you acknowledge that BankMobile may setoff against any accounts you own for any obligation you owe BankMobile at any time and for any reason allowed by law. BankMobile may consider this Agreement as your consent to BankMobile asserting its security interest or exercising its right of setoff should any law require your consent. The rights described in this section are in addition to and apart from any other rights.

**Arbitration:**

(1) This section of this Agreement does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. We and you agree to arbitrate all other disputes and claims between you and us. This agreement to arbitrate is intended to be broadly interpreted. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and we are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to us should be addressed to: General Counsel, BankMobile, 115 Munson Street, New Haven, Connecticut 06511 (the "Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (the "Demand"). If we do not reach an agreement with you to resolve the claim within 30 days after the Notice is received, we or you may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by us or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled.

**You may download or copy a Notice Form and an Arbitration Initiation Form by selecting the following links:**

Notice of Dispute (<https://www.t-mobilemoney.com/content/dam/tmobile/documents/pdfs/notice-of-dispute.pdf>)

Arbitration Initiation Form (<https://www.t-mobilemoney.com/content/dam/tmobile/documents/pdfs/arbitration-initiation-form.pdf>)

(3) The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The AAA Rules and the fee schedule therein set forth your limited obligation to pay filing fees. However, should you be unable to afford the filing fee as determined by the AAA Rules, we will consider in good faith any bona fide request to pay or reimburse such fees. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless we and you agree otherwise, any arbitration hearing that you attend will take place in the federal judicial district in which you reside. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(4) The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(5) Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future change to this arbitration provision (other than a change to the Notice Address), you may reject any such change by sending us written notice within 30 days of change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between you and us in accordance with this provision.

These arbitration provisions shall survive closure of your Account or termination of all business with us.

Effects of Arbitration: If either of you or us chooses arbitration, neither you or we will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any dispute subject to arbitration. Notwithstanding the foregoing, any question as to the validity and effect of this class action waiver shall be decided solely by a court of competent jurisdiction, and not by the arbitrator.

#### **Choice of Law:**

This Agreement is governed by and interpreted under the laws of the State of Connecticut.

### **3. Rights, Obligations and Disclaimers of BankMobile:**

#### **Privacy:**

We take the privacy of your personal information very seriously at BankMobile. Please review the T-Mobile MONEY Privacy Policy (<https://www.t-mobilemoney.com/en/privacy-policy.html>) and BankMobile Privacy Statement ([https://www.t-mobilemoney.com/content/dam/tmobile/documents/pdfs/privacy\\_notice.pdf](https://www.t-mobilemoney.com/content/dam/tmobile/documents/pdfs/privacy_notice.pdf)) for additional information.

#### **Processing:**

BankMobile shall make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, and check issuances are processed in a timely manner. However, a number of factors, several of which are outside of our control, will contribute to when the funds are received. We make no representations or warranties regarding the amount of time needed to complete processing, such as delays in the banking system or the U.S. or international mail service, nor shall we be liable for any actual or consequential damages arising from any claim of delay.

#### **Closing and Restricting Access to the Service:**

BankMobile, at its sole discretion, reserves the right to restrict or terminate access to the Service at any time for any reason, including but not limited to a violation of this Agreement or if you open an Account and violate the Account Terms and Conditions or fail to keep your Account in good standing. For example, if you violate any applicable terms and conditions or overdraw your Account, BankMobile may restrict your ability to make changes to your profile, preferences and settings. BankMobile, at its sole discretion, also reserves the right to periodically retrieve and review a consumer report for any account and reserves the right to close an account based on information obtained during this review process, or inability to properly verify the identity of the account holder. BankMobile, at its sole discretion, also reserves the right to restrict your usage of the Service if required by law or if it has reason to believe that transactions are fraudulent. If your access is restricted, you will be notified by text (SMS, or "Short Message Service"), email, mobile/cellular telephone number and/or home telephone number and requested to provide information relevant to your access of the Service and/or account. BankMobile will investigate the matter promptly. If the investigation is in your favor, we will remove the access restriction to the Service. You consent to our leaving prerecorded/artificial voice messages and using an automatic telephone dialing system to call and text your mobile/cellular telephone number. Our calls and text messages to your mobile/cellular telephone numbers could result in charges to you.

#### **Termination:**

BankMobile, in its sole discretion, reserves the right to terminate this Agreement and access to the Service for any

reason and at any time upon notice to you and payment to you of any unrestricted funds held in custody for you.

**Miscellaneous Disclaimers:**

- a. All information and content related to the Service is subject to change. BankMobile does not warrant the completeness, accuracy or timeliness of the information displayed through the Service. The Service may be unavailable from time to time, at BankMobile's sole discretion.
- b. BankMobile will not have any liability in connection with any unauthorized interception or use of data relating to you or the Service; any inability by you to use or access the Service for any reason; any actions or transactions by an individual that uses your user name and password with your consent or knowledge; or any cause over which BankMobile does not have direct control, including problems attributable to computer hardware or software (including computer viruses), telephone or other communications, or Internet service providers.
- c. In no event shall BankMobile be liable (A) for damages caused other than by intentional misconduct or (B) for any indirect, special, incidental, consequential or punitive damages whatsoever (including, but not limited to, damages for lost profits, disclosure of confidential information, or loss of privacy), arising out of or in any way related to your use of or inability to use the Service, even if BankMobile has been advised of the possibility of such damages. In no event shall BankMobile be liable for any act or omission of any third party (such as, for example, any provider of telecommunications services, internet access or computer equipment or software, or any third party website linked to through the Service) or any circumstances beyond our control (such as, for example, a fire, flood, or other natural disaster, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services).

**Limit on Liability:**

To the fullest extent permitted by law, we will not have any liability in connection with any unauthorized interception or use of data relating to you or the Service; any inability to use or access the Website or the App for any reason; any actions or transactions by an individual that uses your user name and password; or any cause over which we do not have direct control, including problems attributable to computer hardware or software (including computer viruses), telephone or other communications, or Internet service providers. We will not have liability for any adverse effects to your account caused by any Spam Block programs or Fire Walls that may prohibit email communications and/or account information access available through the Internet.

The Service accessible through the Website and the App is provided "as is" and with all faults, and we hereby disclaim, for ourselves and for each other entity involved in the provision of the Service, all warranties, either express or implied or statutory, including, but not limited to, any implied warranties of merchantability, of fitness for a particular purpose and of lack of viruses. In no event shall we be liable (a) for damages caused other than by our own gross negligence or intentional misconduct or (b) for indirect, special, incidental, consequential or punitive damages whatsoever (including, but not limited to, damages for lost profits, disclosure of confidential information, or loss of privacy), arising out of or in any way related to the use of or inability to use the T-Mobile MONEY website, mobile application, or any Service, even if we have been advised of the possibility of such damages. In no event shall we be liable for any act or omission of any third party (such as, for example, any provider of telecommunications services, Internet access or computer equipment or software) or any circumstances beyond our control (such as, for example, a fire, flood or other natural disaster, act of God, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services). Limitations on this disclaimer with respect to certain electronic funds transfers are stated in the [Electronic Fund Transfers Disclosure](#) set forth in the Account Disclosures.

**Security Features:**

We take the security of your information very seriously. As such, we comply with all federal regulations regarding data protection and privacy to which we are subject, employ industry best practices and encourage you, as well, to take essential steps to protect your information. For additional information, please see the T-Mobile MONEY Privacy Policy.



## Account Terms and Conditions and Related Disclosures

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### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

These terms and conditions and related disclosures ("Agreement") govern the use of your T-Mobile MONEY Checking Account (the "Account") issued by BankMobile a Division of Customers Bank ("BankMobile"). This Agreement is by and between the account holder, and BankMobile a Division of Customers Bank. In this Agreement, the words "we", "our", or "us" mean BankMobile, and the words "you" and "your" mean the individual account holder or such other user of the Account.

The Account is also subject to the T-Mobile MONEY Mobile and Web Services User Agreement, and any other information we may provide to you from time to time on the T-Mobile MONEY website (the "Website") or the T-Mobile MONEY mobile application (the "App"). To the extent of any inconsistencies between this Agreement and any other terms or conditions provided to you, the terms of this Agreement will govern the Account.

Before using the Account review the following important Account information and related disclosures which apply to the Account:

[Account Terms and Conditions](#)

[Fee Schedule](#)

[Funds Availability Disclosure](#)

[Electronic Fund Transfers Disclosure](#)

BankMobile Privacy Statement ([https://www.t-mobilemoney.com/content/dam/tmobile/documents/pdfs/privacy\\_notice.pdf](https://www.t-mobilemoney.com/content/dam/tmobile/documents/pdfs/privacy_notice.pdf)) and the T-Mobile MONEY Privacy Policy (<https://www.t-mobilemoney.com/en/privacy-policy.html>).

### Account Terms and Conditions

By opening the Account, you accept and agree to this Agreement and any future amendments as communicated to you by us from time to time in accordance with this Agreement.

By using the Account, you agree to the terms of this Agreement and the applicable Fee Schedule that may be imposed. You grant us the right to collect the fees, as earned, directly from your Account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by this Agreement. In addition, you understand that for security purposes we may need to authenticate you and/or your computer or mobile device before you are able to use all of the functions within the Website or the App, including but not limited to mobile check deposit, bill pay, and other features.

**Privacy:**

You have had an opportunity to review, download or print the T-Mobile MONEY Privacy Policy (<https://www.t-mobilemoney.com/en/privacy-policy.html>) and the BankMobile Privacy Statement ([https://www.t-mobilemoney.com/content/dam/tmobile/documents/pdfs/privacy\\_notice.pdf](https://www.t-mobilemoney.com/content/dam/tmobile/documents/pdfs/privacy_notice.pdf)) relating to the Account.

**Changes to Policy Disclosure**

If any policy disclosure is changed, a description of the change will be sent to you at least thirty (30) days prior to implementing the change to the extent required by law. However, if the change expedites the availability of funds or benefits you, we may provide you with notice of such change up to thirty (30) days after the change is implemented.

**Business Days:**

Business Day is every Monday through Friday, excluding Federal Reserve holidays. All times referenced herein are stated in Eastern Standard Time (EST).

**Internet Enabled Accounts:**

You certify that you have access to the Internet and a current email address. You have sole responsibility for providing us with a correct and operational email address. You must promptly notify us of any change in your email or postal mailing address, or if you are unable to access your account information through the Internet. If you do not promptly notify us, we will not be held liable for any adverse effects to your Account as a result of undelivered mail or email or due to the inability to access your Account information over the Internet. We are not responsible for any costs that you incur for maintaining Internet access and an email account.

**Electronic Communications:**

You have consented to accept this Agreement and any other agreements, notices, disclosures or other communications regarding the Account in an electronic form. Electronic communications may be posted on the pages within the Website or the App, and/or delivered to your email address. Remember to print a paper copy of any electronic communication and retain it for your records. All communications in either electronic or paper format will be considered to be "in writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not you have received or retrieved the communication. We reserve the right to provide any communication in paper format. Remember that your consent to receive communications electronically is valid until you revoke your consent by notifying us of your decision to do so. If you revoke your consent to receive communications electronically, we may terminate your Account or your right to use the Website or the App to the extent permitted by law.

**Mobile Alerts Terms and Conditions**

BankMobile's alerting service allows you to receive messages about your Account. You may receive alerts via mobile phone subject to the terms and conditions of your mobile phone service provider. You are responsible for any fees imposed by your service provider.

Alerts will go into effect after you specify and confirm to us which alerts you wish to receive. You accept that each alert may not be encrypted and may include your name and information pertaining to your Account. You agree to delivery via mobile phone and to sharing of information with anyone who may have access to your mobile phone.

Receipt of alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, and such other relevant entities. Alerts are not a substitute for other notices we send you. You agree to continue to review all correspondence from us pertaining to your Account.

BankMobile does not guarantee the delivery of alerts. BankMobile and its partners and affiliates will not be liable for

losses or damages arising from (a) a non-delivery, delayed delivery, or wrong delivery of alerts; (b) inaccurate content in an alert; (c) your use or reliance on the contents of any alert for any purchases.

BankMobile reserves the right to terminate alerts to you at any time. The information in any alert may be subject to certain time lags and/or delays. It is your responsibility to correctly enter and keep current the phone number and mobile phone provider as required for the alerts you have chosen to receive. The alerts may be stopped or suspended by you at any time. We reserve the right to terminate this service or begin charging a fee for the service at any time without notice, except as may be required by law.

### **Illegal, Fraudulent or Improper Activity:**

You will not use the Account for any illegal, fraudulent or improper activity. If we suspect that you may be engaging in or have engaged in a fraudulent, illegal or improper activity, including a violation of any terms and conditions relating to the Account, your access to the Account may be suspended or terminated. You understand that transactions in your Account may be suspended or terminated if an access device has been reported lost or stolen or when we reasonably believe that there is unusual activity in your Account. You will cooperate fully with us to investigate any suspected illegal, fraudulent or improper activity related to your Account.

### **Password Protection:**

You will not disclose your password to access the Website, the App, or this Account to any person. You will notify us immediately if your password is compromised or lost.

### **Security Features:**

We strongly suggest that you use a web browser with 256-bit encryption. Regardless of whether you use a web browser with security features, we are unable to ensure that the data transmitted by you to us, or from us to you, will not be intercepted by third parties. To further ensure the security of your account, we encourage you to avoid transmitting confidential information through email communications.

### **Amendments:**

We may change this Agreement at any time and, if such change will adversely affect your Account, we will give you notice before the effective date of the change as required by applicable law. We may provide this notice to you by emailing the notice to you directly or by posting the notice on the Website or the App through which you access this Account.

### **Consumer Credit Reports:**

To the extent permitted by law, we may obtain consumer credit reports to determine whether you continue to meet the requirements for your Account, in connection with any service that you request or receive.

### **Closing the Account:**

We may close your Account at any time for any reason and without notice to you. We will not be liable to you for dishonoring any check, credit, or other payment order presented for payment after we close your Account. We will mail you a notice that we have closed your Account and tender the Account balance, less any fees or charges, personally or by mail.

You may close this Account at any time as long as you do not have a negative balance. Please note that you will be responsible for any fees, penalties or charges owed to us.

To the extent your Account has 1) a negative balance, or 2) a balance of less than \$50 with no activity, for a period of 180

days, your Account will be closed and a check in the amount of any remaining balance in your account will be mailed to your last known address. If your account balance was negative at the time of closing, you will continue to be responsible for paying us the amount of your negative balance and we may report this information to outside credit reporting agencies or databases.

**Assignment:**

You may not assign or transfer any rights or obligations you may have under this Agreement, or with respect to the Account, without our prior written consent. We reserve the right to transfer at any time any right or obligation under this Agreement without your consent unless otherwise stated herein.

**Deposits:**

Any items accepted for deposit (including items drawn “on us”) will be given credit in accordance with our [Funds Availability Disclosure Policy](#). We are not responsible for transactions initiated through mail or outside depository until we actually receive and record them. All transactions received after our “daily cut-off time” on a business day we are open or received on a day in which we are not open for business will be treated and recorded as if initiated on the next following business day that we are open. Daily cutoff times and business days are listed in the Funds Availability Policy Disclosure section of this document. We may refuse a deposit, limit the amount of a deposit, or return all or a portion of a deposit. Deposits are subject to verification by us.

**Cash Deposits:**

Please do not send cash deposits through the mail. In the event that cash deposits are received, you agree that our determination of the amount of the deposit will be final. We are not liable for any deposits, including cash, lost in the mail, lost in transit or not received by us.

**Third Party Checks:**

We will not accept third party checks for deposit. In the event that we receive a third party check, we will not deposit the check into the Account. Third-party checks will be returned to the sender via U.S. mail and we will not be liable for any checks that may become lost in the mail.

**Endorsements:**

Any check or other item submitted for deposit must be endorsed exactly as it was made payable. You warrant that all endorsements on items deposited to your Account are genuine. Any endorsement must be placed in the 1-inch area starting at the left side on the back of an item and the remaining area on the back of the item may not contain any preprinted, stamped or handwritten information and must state “For Remote Deposit Only.” If you fail to do this, you may be required to reimburse us for losses incurred. In the absence of endorsement, you authorize us to supply any missing endorsements if items are made payable to you or your order and you have not endorsed them.

**Deposited Items Returned:**

If final payment is not received on any item you deposited to your Account, or if any direct deposit, automated clearinghouse deposit or electronic fund transfer to your Account is returned to us for any reason, you agree to pay us the amount of the return. We may charge any Account of which you are an owner or re-present any item you deposit with us that is returned to us unpaid without prior notice to you. Please be advised that if your third party bank returns an Automated Clearing House (“ACH”) transaction to BankMobile, as agent due to insufficient or unavailable funds, we will automatically re-attempt to successfully complete the transaction with your bank up to 2 additional times, as permitted by law.

You authorize us to attempt collection of previously returned items which you deposited. In our attempts to collect these

items, you agree that we may allow the payor bank (the bank on which the item is drawn) to hold the item beyond its midnight deadline. If an item you deposit is returned unpaid, you waive the requirement for notice of this return.

If a claim is made on any item, subsequent to final payment, on the grounds that the item was altered, bears a forged or unauthorized endorsement, or was not otherwise properly payable, we may withhold credit for the item from your account until final determination of the claim. In addition, we will not be liable for a check or draft or other item that you deposit that has been forged or altered in such a way that a reasonable person could not discover the forgery or alteration.

### **Direct Deposits:**

If, in connection with a direct deposit plan, we deposit any amount in this Account which is claimed by the federal government or any state government for any reason, you authorize us to deduct the amount of liability from this Account or from any other Account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of liability.

### **Withdrawals:**

You may withdraw or transfer all or any part of the Account balance at any time on forms approved by us. We may charge your Account for a check, even though payment was made before the date of the check. The fact that we may honor withdrawal requests which overdraw the finally collected Account balance does not obligate us to do so unless required by law. Withdrawals will first be made from collected funds and we may, unless prohibited by law or our written policy, refuse any withdrawal request against unavailable funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted which is for an amount less than any minimum withdrawal requirement or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this Account.

You agree to maintain sufficient available funds on deposit to cover all items presented for payment against your Account. If you do not, payment may be refused. We reserve the right, without prior notice to you, to either pay or return any item presented for payment against insufficient or unavailable funds. We are under no obligation to honor post-dated checks, with or without notice by you. Post-dated checks may be paid upon receipt from your account as any other check which is properly dated.

You agree immediately upon notice from us to deposit funds sufficient to cover any overdraft. If we choose to honor any debit item that overdraws the Account, we do so at our discretion and will not be obligated to do so thereafter. If you fail to pay an overdraft that has occurred on your Account, we may report this information to outside credit reporting agencies or databases.

We will pay checks presented for payment against your Account in the posting order, as sorted by serial number, if applicable, as described below.

Typically, we will post credits first and will pay all other items by type in the date and time order of the transaction received unless a) it is a check or a converted check that contains a serial number or b) a date and time stamp is not present. Items with serial numbers will be paid in serial number order and items without date and time stamps will be paid in the order they are received. We reserve the right to change the posting order presented to your Account, for payment, at any time without notice to you.

### **ACH and Wire Transfers:**

This Agreement is subject to Article 4A of the Uniform Commercial Code in the state in which you have your Account with us. If you originate a funds transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearinghouse association rules. These rules provide, among other things that payments made to you, or originated by you, are provisional, until final settlement is

made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your Account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an Account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. ACH processing is provided by a third party financial institution.

**Ownership of Account:**

You are opening a single party Account and it will be owned by you individually.

**Stop-Payment Orders:**

We may accept a written or oral stop payment order from you. We may require you to complete a form authorizing the order. You must give us sufficient notice so that we have a reasonable opportunity both to verify that the item is unpaid and to act on your request. You should not expect the stop payment to be effective until you have received confirmation of such.

To place a stop payment order on a check, we require the Account number and Check number. We may also require the reason for the stop payment request or other information.

A check stop payment order generally expires after six months. However, we may in our sole discretion, elect to honor a stop payment order for a longer period of time without notice to you. If you want the order to continue after six months, you must ask us to renew the order. Each renewal is treated as a new order. If you want the order to expire in less than six months a request to cancel a stop payment must be submitted in writing. Your request to cancel the order is not effective until we have a reasonable opportunity to act on it. You should not expect the stop payment to be canceled until you have received confirmation of such. We cancel the order automatically when the Account on which the check is drawn is closed.

If the check is presented to us for payment after the order expires we may pay the check.

To place a stop payment on an ACH, we require the merchant name, ACH amount and reason. If you give us the wrong ACH amount (even one penny off) or the wrong merchant name, we may pay the ACH. We may use only a portion of the required information to identify the ACH.

An ACH stop payment order does not expire. If you would like to cancel the order a request to cancel a stop payment must be submitted in writing. Your request to cancel the order is not effective until we have a reasonable opportunity to act on it. You should not expect the stop payment to be canceled until you have received confirmation of such. We cancel the order automatically when the Account on which the ACH is drawn is closed.

You agree to hold us harmless for said amount, and for all damages, expenses and costs incurred on account of refusing payment of said check or ACH, and you further agree not to hold us liable on account of payment contrary to a stop payment order if you benefitted from such even though it may have occurred through inadvertence, oversight or accident, or if the check or ACH is not described with absolute accuracy and certainty as to all details, especially the amount of said check or ACH.

We may pay the check or the ACH if presented to us after the order is canceled in writing.

**Statements:**

You agree to examine and reconcile your statement of Account within 30 days of its posting on the Website or the App through which you access this Account. If you discover (or reasonably should have discovered) any unauthorized payments or alterations, or errors on your statement, you must promptly notify us of the relevant facts. You are responsible for keeping track of your Account available balance. Merchants generally will not be able to

determine your available balance. It's important to know your available balance before making any transaction. You may access your available balance by accessing your Account via the Website or the App or by calling (866)-686-9358 (inside the US) or (414)-751-6700 (outside the US) or by dialing \*\*MONEY from your T-Mobile wireless device. Statements in electronic format will be made available at the Website or the App.

If you fail to perform either of these duties you will have to either share the loss with us or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement, but other items forged or altered by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance exceed a total of 60 days from when the statement is first made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors in your Account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours. This 60-day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Interest:**

An interest rate of 3.93%, with an Annual Percentage Yield (APY) of 4.00%, will be paid on balances up to and including \$3,000.00 in their Account for calendar months when all of the following conditions are met:

1. You are enrolled in an active T-Mobile postpaid wireless plan (e.g. T-Mobile ONE, T-Mobile ONE+ and Simple Choice plan(s) and other postpaid plans, excluding the No Credit Check plan (a "Qualifying Plan"));
2. You have registered through the Website or the App for perks with your TMOID; and
3. You have deposited at least \$200 in qualifying deposits to your Account within the current calendar month. Promotional deposits and refunds are not eligible toward the \$200 in deposits.

As an added value, customers meeting the deposit requirement within a given calendar month will also receive these benefits for the subsequent month, as long as all other conditions listed are met. We reserve the right to change this at any time with notice to you as required by applicable law and these terms and conditions.

An interest rate of 1.00%, with an APY of 1.00%, will be paid on balances above \$3,000 in the Account. The APY for this tier will range from 4.00% to 2.79% depending on the balance in the Account (calculation based on a \$5,000 average daily balance).

Customers who do not qualify for the 4.00% APY will earn 1.00% APY on all Account balances for any month(s) in which they do not meet the preceding requirements or their Qualifying Plan is terminated for any reason (subject to the added value for deposit requirements described above).

Interest rates and APY are variable and may change at any time at our discretion. Fees may reduce earnings. A withdrawal from your Account will reduce earnings. We use the average daily balance method to calculate interest on your Account. This method applies a periodic rate to the average daily balance in the Account for the period. The average daily balance is calculated by adding the principal in the Account for each day of the period and dividing that figure by the number of days in the period. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Interest on your Account will be compounded and credited on a monthly basis at the end of your monthly statement cycle. If your T-Mobile MONEY Account is closed before interest is credited, any accrued and unpaid interest will not be paid. Mobile deposits are subject to verification and not available for immediate withdrawal.

**Tax Withholding:**

At the time you open your account, you will provide us with a tax identification number (TIN), which you certify as correct

under penalty of perjury. In accordance with prevailing law, we will use that number to report any interest or bonuses earned on your account to the Internal Revenue Service (IRS). If you fail to provide us with a TIN, you do not provide the correct TIN, or you fail to certify the TIN, you may be subject to back-up withholding if the IRS notifies us that the furnished TIN is incorrect, you are notified by the IRS that you are subject to back-up withholding for failing to report all interest and dividend payments on your tax return, or your failed to certify to us that you are not subject to back-up withholding, we are required to withhold and pay to the IRS a percentage of any payment of interest on your account. If we do back-up withhold and later you are no longer subject to back-up withholding, you may have to contact the IRS to obtain a refund of the money withheld.

**Right of Setoff:**

We may (without prior notice and when permitted by law) set off the funds in this Account against any due and payable debt you owe us now or in the future.

We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this Account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**Dormant Accounts:**

We will consider your Account to be dormant if there has been no customer initiated transactional activity on your Account for a period of 6 months. Transactional activity includes using your debit card to make a purchase, depositing a check through the app, scheduling an online bill pay or any other actions resulting in money being moved in or out of your Account. Charges we may impose, and debits or credits initiated by BankMobile are not considered a transactional activity.

If your Account becomes dormant we may do the following, subject to applicable law:

- Refuse to pay items drawn on or payable out of the Account.
- Prevent you from using Transfer Money to or from your Account.

**Escheatment:**

We are required by law to deliver to the applicable state agency any funds in an account if you do not have activity or we cannot locate you for a period of time as defined by applicable state regulation. We will provide applicable notices to you, as required by law. You agree that we are not responsible for any funds delivered to the state in compliance with the laws of the applicable state agency.

**Court Attachments; IRS Levies; Adverse Claims:**

If your Account becomes subject to legal action, such as a tax levy or third party garnishment, we reserve the right to refuse to pay any money from your Account, including checks or other items presented for payment, until the action is resolved. If we are required to pay an attachment, garnishment or tax levy, we are not liable to you. Payment is made after satisfying any fees, charges or other debts owed to us. You agree that you are responsible for any expenses, including legal expenses and fees we incur due to a garnishment, levy or attachment on your Account. We may charge these expenses to your Account. Until we receive the appropriate court documents, we may continue to process transactions against your Account, even if we have received an unofficial notification of an adverse claim. You will indemnify us for any losses if we do this.

**Arbitration:**

(1) This section of this Agreement does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. We and you agree to arbitrate all other disputes and claims between you and us. This agreement to arbitrate is intended to be broadly interpreted. This arbitration agreement does



not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and we are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to us should be addressed to: General Counsel, BankMobile, Inc., 115 Munson Street, New Haven, Connecticut 06511 (the “Notice Address”). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (the “Demand”). If we do not reach an agreement with you to resolve the claim within 30 days after the Notice is received, we or you may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by us or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled.

You may download or copy a Notice Form and an Arbitration Initiation Form by selecting the following links:

Notice of Dispute (<https://www.t-mobilemoney.com/content/dam/tmobile/documents/pdfs/notice-of-dispute.pdf>)

Arbitration Initiation Form (<https://www.t-mobilemoney.com/content/dam/tmobile/documents/pdfs/arbitration-initiation-form.pdf>)

(3) The arbitration will be governed by the Consumer Arbitration Rules (“AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The AAA Rules and the fee schedule therein set forth your limited obligation to pay filing fees. However, should you be unable to afford the filing fee as determined by the AAA Rules, we will consider in good faith any bona fide request to pay or reimburse such fees. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless we and you agree otherwise, any arbitration hearing that you attend will take place in the federal judicial district in which you reside. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(4) The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(5) Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future change to this arbitration provision (other than a change to the Notice Address), you may reject any such change by sending us written notice within 30 days of change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between you and us in accordance with this provision.

These arbitration provisions shall survive closure of your Account or termination of all business with us.

Effects of Arbitration: If either of you or us chooses arbitration, neither you or we will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any dispute subject to arbitration. Notwithstanding the foregoing, any question as to the validity and effect of this class action waiver shall be decided solely by a court of competent jurisdiction, and not by the arbitrator.

**Choice of Law:**

This Agreement is governed and interpreted under the laws of the State of Connecticut.

**Indemnification:**

You agree to indemnify and hold us, T-Mobile, and our affiliates, officers, directors and employees, agents and contractors harmless from any claim, action, demand, loss, or damages (including attorneys' fees) made or incurred by any third party arising out of or relating to your use of the Service.

**Limit on Liability**

In no event shall we be liable for any act or omission of any third party (such as, for example, any provider of telecommunications services, Internet access or computer equipment or software) or any circumstances beyond our control (such as, for example, a fire, flood or other natural disaster, act of God, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services).

**Miscellaneous**

We will not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

**Fees and Charges:**

You agree to pay all fees and charges applicable to your Account. Please refer to the Fee Schedule for the charges associated with your Account for certain transactions and/or requests.

**Telephone Banking:**

You may access your account with agent assistance twenty-four hours a day, 7 days a week at (866)-686-9358 (inside the US) or (414)-751-6700 (outside the US) or by dialing \*\*MONEY from your T-Mobile wireless device. in order to:

1. Get help with the T-Mobile MONEY website or mobile application.
2. Get transaction information about your Account.
3. Place a stop payment order.
4. Request copies of statements, checks and deposited items.
5. Report a card lost or stolen.

**How We May Contact You:**

You agree that we may contact you using any contact information you have provided to us including but not limited to contact via email, text (SMS, or "Short Message Service"), mobile/cellular telephone number, home telephone number and/or regular mail. You consent to our leaving prerecorded/artificial voice messages and using an automatic telephone dialing system to call or text your mobile/cellular telephone number. Our calls and text messages to your mobile/cellular telephone numbers could result in charges to you.

**Contacting BankMobile:**

By US Mail:

To Send Deposits: BankMobile, P.O. Box 9805, New Haven, CT 06536

To Notify Us by Mail of Transaction Disputes or Errors: Error Resolution, P.O. Box 543000, Omaha, NE 68154

For General Correspondence: BankMobile, 105 Munson St New Haven, CT 06511

By Toll-free Telephone (866)-686-9358 (inside the US) or (414)-751-6700 (outside the US)

By Internet: [www.t-mobilemoney.com](http://www.t-mobilemoney.com)**Fee Schedule**

Check Copy	\$0.00
Court Attachments/Levy	\$0.00
Overdrafts/Non-Sufficient Funds/Uncollected Funds	\$0.00
Personal Account Non-Sufficient Funds (NSF)	\$0.00
Personal Account Uncollected Funds (UCF)	\$0.00
Overdraft Transfer	\$0.00
Replacement ATM/Debit Card	\$0.00
Returned Check	\$0.00
Statement Copy	\$0.00
Stop Payment	\$0.00
Telephone Transfer	\$0.00
<b>Wire Transfers</b>	
Incoming Wire Transfer	\$0.00
Outgoing Wire Transfer	N/A (not currently offered)

Fees incurred by other entities will be passed through to customers with a T-Mobile MONEY account without any markup by T-Mobile MONEY or BankMobile. This includes but is not limited to ATM fees charged by any non-Allpoint Network ATM or non-Customers Bank ATM or foreign transaction fees charged by third parties.

## Funds Availability Disclosure

**We only accept items for deposit that are drawn on financial institutions located in the United States.**

THE EXPEDITED FUNDS AVAILABILITY ACT AND REGULATION CC OF THE FEDERAL RESERVE BOARD REQUIRE ALL BANKS TO NOTIFY DEPOSITORS OF THEIR FUNDS AVAILABILITY POLICIES. THIS DISCLOSURE STATEMENT IS DELIVERED TO YOU IN COMPLIANCE WITH THE REGULATION CC AND PRESENTS OUR FUNDS AVAILABILITY POLICIES.

### **DETERMINING THE AVAILABILITY OF A DEPOSIT**

Our policy is to delay the availability of funds that you deposit in your Account. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

The length of the delay is counted in business days from the date of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If we receive your deposit prior to the applicable cutoff time on a business day, we will consider that day to be the day of the deposit. However, if you make a deposit after the cutoff time or on a day that is not a business day, we will consider that the deposit was made on the next business day we are open. The cutoff time for paper checks is 2 p.m. ET. The cutoff time for incoming wires is 6 p.m. ET. The cutoff time for mobile check capture is 7 p.m. ET. The cutoff time for external transfers and bill pay is 9 p.m. ET. The cutoff time for ACH deposits, including direct deposits is 11 p.m. ET.

The length of the delay varies depending on the type of deposit and is explained below.

#### **Same Business Day Availability**

Funds from the following sources are available on the same business day we receive the deposit:

- Funds from electronic direct deposits
- Funds from ACH deposits
- Wire transfers

#### **Next Business Day Availability**

Funds from the following sources are available the next business day after the banking day on which the mailed deposit is received:

- U.S. Treasury checks that are payable to you.
- Checks payable through Customers Bank
- State or local government checks that are payable to you.
- Cashier, certified, and teller's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. Postal Service money orders if these items are made payable to you
- Cash deposits, to the extent a cash deposit is sent to us in error

However, we may place longer holds on certain items for other reasons (see Longer Delays May Apply, below).

If the above items are deposited via mobile check capture, funds will be available on the second business day.

#### **Other Check Deposits**

Our policy is to make the funds from other checks, including mobile check capture, ineligible for next day availability, available as follows:

The first \$200 will be available on the first business day after the day of deposit. The remaining funds will be available on the second business day after the day of your deposit.

### Money Order Guidelines

All money orders (U.S Postal service and non-postal) must be made payable to you.

- Mailed deposits of U.S. Postal Service money orders are made available on the next business day after the day we receive the deposit.
- Mobile deposits of U.S. Postal Service money orders and deposits of non-postal money orders (e.g., Western Union, MoneyGram) are made available on the second business day. Please see Longer Delays May Apply, below.

### Transfer Money

To transfer the money as you request, we send instructions to the third-party bank via the ACH network to charge your other bank account. Because we do not know if you have sufficient funds at the third-party bank, we do not typically provide immediate availability. Unless longer delays apply, the balance will be available by opening of business on the third business day after the day on which the transfer is initiated. After initiating the Transfer Money request, your account statement will show the date funds are available for spending. Limitations on transfers are set for security reasons and are not disclosed for that reason.

### LONGER DELAYS MAY APPLY

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 \$5,000 on any one day.
- A check that has been returned unpaid is redeposited.
- You have overdrawn your Account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communication equipment.

We will notify you by email if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the 7th business day after the day of your deposit. You may ask us if you need to know when a particular deposit will be available for withdrawal.

### Special Rules for New Accounts

If you are a new customer, the following special rules apply during the first 30 calendar days your Account is open.

Funds from electronic direct deposits and wire transfers to your Account will be available on the day we receive the deposit.

The following items are available the next business day after the day of your mailed deposit:

- The first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks and
- US Postal Service money orders

All other funds including other paper checks, mobile deposits and other money orders are made available on the second business day after the day of your deposit.

The excess over \$5,000 will be available no later than on the 7th business day after your deposit. Funds from all other

check deposits will be available no later than on the 7th business day after the day of your deposit.

Once the new account period ends, funds from your deposits will be available as determined in our disclosed policy.

## Electronic Fund Transfers: Your Rights and Responsibilities

This disclosure states the additional rights and responsibilities that you may have pertaining to Electronic Fund Transfers and applies only to deposit accounts established for personal, household or family use. The term “Electronic Fund Transfer” includes, transfers of funds initiated through an electronic terminal, telephone, magnetic tape, mobile device, or computer for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a deposit account. This includes, without limitation, ATM and Point of Sale (POS) transfers, direct deposits, pre-authorized withdrawals of funds, computer initiated transactions, electronic check conversion transactions and mobile banking. Online banking and bill payment are governed by a separate services agreement that is provided to customers. This disclosure does not change or modify this Agreement and it is not a contract.

### ACH, Automatic and Preauthorized Transfers:

You may make arrangements for certain direct deposits (such as some payroll deposits) to be made directly into your Account. You may make arrangements to pay certain recurring bills or to pay for purchases made through the Internet or telephone from your Account. You may transfer funds between your Accounts. Limitations on external transfers are set for security reasons and are not disclosed for that reason.

### Electronic Fund Transfers Initiated by Third Parties:

You may authorize a third party to initiate electronic fund transfers between your Account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found in the Website or the App. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers.

Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your Account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your Account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your Account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

### Debit Mastercard® Card Transactions

You may access your Account by Automated Teller Machine (“ATM”) using your Debit Mastercard® card and your PIN (personal identification number) to:

1. Get cash withdrawals from your Account (you may withdraw no more than \$500.00 per day).
2. Get the Account balance of your Account (some of these services may not be available at all terminals).

Note: If you use a non-Customers Bank ATM or non-Allpoint® Network ATM for a withdrawal, we will not charge you a fee but you may be charged a fee by the ATM operator even if you do not complete a withdrawal. If you obtain cash from a bank teller, the bank may charge a fee. This ATM fee or bank fee is a third party fee amount assessed by the individual ATM operator or bank only and is not assessed by us. This ATM fee or bank fee amount will be charged to your Account.

#### Debit Mastercard® Card Point-of-Sale ('POS') Transactions

You may access your Account to purchase goods (in person, online or by phone), or to pay for services (in person, online or by phone) at any location that accepts Debit Mastercard®.

You may not exceed \$2,500.00 in POS Transactions per day with the Debit Mastercard® (PIN-based transactions may not exceed \$500.00).

A hold may be placed on the funds available in your Account to cover the transaction. Held funds will not be available for withdrawal or check writing purposes during the hold period. You will be responsible for resolving disputes concerning the quality of goods and services purchased or concerning the amount of the hold with the merchant that accepted the card.

#### Internet Banking

You may access your Account by computer with your user ID and Password and internet access to [www.t-mobilemoney.com](http://www.t-mobilemoney.com)

1. Get the account balance of your Account.
2. Get the account history for the last 2 months.
3. Make payments from your Account to third parties.
4. Order official checks.
5. Place a stop payment order.
6. Initiate an external transfer from an account you own at another Financial Institution
7. Request copies of statements, checks and deposited items.

Your username and password act as your signature to authorize any requested transactions through the online banking service. For transfer transactions, your request will only be completed if you have sufficient funds in the Account from which you wish to transfer funds and DUAL AUTHENTICATION. Limitations are set for security reasons and are not disclosed for that reason. Transfers may be delayed based on the time of transaction and the type of transfer service you are utilizing to process the transfer.

#### Fees

Please refer to the Fee Schedule for additional information about fees.

#### ATM Operator/Network Fees

When you use a non-Customers Bank ATM or non-Allpoint Network ATM for a withdrawal, we will not charge you a fee but you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

#### Charges Made in Foreign Currencies

If you obtain your funds or make a purchase in a currency other than the currency in which your Account was issued, the amount deducted from your funds will be converted by Mastercard International Incorporated into an amount in the currency of your Account. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate

Mastercard International Incorporated itself receives, or the government-mandated rate in effect for the applicable central processing date. While we do not charge a fee for foreign transactions, it is possible that such fees may be charged by third parties, in which case the charges will be deducted from your Account.

### **Personal Identification Number (PIN) and Passwords**

Your PIN and password are identification methods that are both personal and confidential. You are required to use your PIN with your Debit Mastercard® at an ATM or ATM Merchant terminal. It is a security method by which we help you maintain the security of your Account. Your password is another security method that maintains the security of your Account and the transactions you process online. Therefore, you agree to take all reasonable precautions that no one else learns your PIN or password. As such, you agree that you will not reveal your password, PIN, or any other access device to any person nor write your PIN or password on your card or on any item kept with your access devices; and not leave a computer terminal or mobile device unattended after you have logged on using your password or other access device.

### **Preauthorized Payments**

If you have told us in advance to make regular payments out of your Account, you can stop any of these payments with timely notice to us. Contact us by calling (866)-686-9358 (inside the US) or (414)-751-6700 (outside the US) or by dialing \*\*MONEY from your T-Mobile wireless device at least three business days before the payment is scheduled to be made.

### **Notice of varying amounts**

If these regular preauthorized payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made, and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits you set.)

### **Liability for failure to stop payment of preauthorized transfer:**

If you order us to stop one of these payments 3 business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

### **Documentation Terminal transfer:**

You can get a receipt at the time you make any transfer to or from your Account using most automated teller machines or point-of-sale terminals.

### **Statement:**

Your statement will be available to you through the T-Mobile MONEY website and mobile application. If you request, you may also receive a downloadable history of your Account by calling (866)-686-9358 (inside the US) or (414)-751-6700 (outside the US) or by dialing \*\*MONEY from your T-Mobile wireless device.

### **Preauthorized credits:**

If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call a T-Mobile MONEY Specialist at (866)-686-9358 (inside the US) or (414)-751-6700 (outside the US) or dial \*\*MONEY from your T-Mobile wireless device 24 hours a day, 7 days a week to find out whether or not the deposit has been made.



**Financial Institution's Liability:****Liability for failure to make transfers:**

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

1. If through no fault of ours, you do not have enough funds available in your Account to complete the transaction;
2. If a merchant refuses to accept your card;
3. If the ATM where you were making a cash withdrawal does not have enough cash;
4. If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
5. If access to your Account has been blocked after you reported your card lost or stolen;
6. If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
7. If we have reason to believe the requested transaction is unauthorized;
8. If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
9. Any other exceptions stated in our Agreement with you.

**Customer liability:**

Tell us AT ONCE if you believe your card/code has been lost or stolen, or if you believe that an Electronic Fund Transfer has been made without your permission. Contacting us via telephone is the best way of keeping your possible losses down. If you believe your card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, contact us by calling a T-Mobile MONEY Specialist at (866)-686-9358 (inside the US) or (414)-751-6700 (outside the US) or dial \*\*MONEY from your T-Mobile wireless device 24 hours a day, 7 days a week or mail us at address listed for disputes below. If you tell us within two (2) business days after you learn of the loss or theft of your card/code, you can lose no more than fifty dollars (\$50.00) if someone used your card/code without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card/PIN and we can prove we could have stopped someone from using your card/PIN without your permission if you had told us, you could lose as much as five hundred dollars (\$500.00).

Also, if your statement shows transfers that you did not make, including those made by card/PIN or other means, tell us at once. We must hear from you the latter of; sixty (60) calendar days after we sent the FIRST statement on which the problem or error appeared or 60 days from when your account history was first made available to you through the website, or you may not get back any money you lost after the sixty (60) calendar days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Error Resolution Notice:****In case of Errors or Questions about your Electronic Transfers and Statements:**

If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, contact us via telephone at (866)-686-9358 (inside the US) or (414)-751-6700 (outside the US) or by dialing \*\*MONEY from your T-Mobile wireless device, or write us at BankMobile, Error Resolution, P.O. Box 543000, Omaha, NE 68154. We must hear from you the latter of 60 days after we sent the FIRST statement on which the problem or error appeared or 60 days from when your account history was first made available to you through the website. 1) Tell us your name, card number, and account number (if any). 2) Describe the error or the transfer you are unsure about, and explain

as clearly as you can why you believe it is an error or why you need more information. 3) Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we have provisionally credited your account during the investigation and determine that there was no error, you will be required to return any credit of funds you have received from us.

If we have provisionally credited your account during the investigation and determine that there was no error, you will be required to return any credit of funds you have received from us.

### **Confidentiality:**

We may disclose information to third parties about your Account or the transfers you make:

- i. Where it is necessary for completing transfers, or
- ii. In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
- iii. In order to comply with government agency or court orders such as any subpoena, summons, court or administrative order, or other legal process which we believe requires our compliance, or
- iv. As otherwise described in our Privacy Policies, or
- v. If you give us your written permission.
- vi. If not otherwise prohibited by law

### **Contacting Us:**

By Telephone: (866)-686-9358 (inside the US) or (414)-751-6700 (outside the US) or by dialing \*\*MONEY from your T-Mobile wireless device)

To Notify Us by Mail of Transaction Disputes or Errors: Error Resolution, P.O. Box 543000, Omaha, NE 68154

## **Online Bill Payment Terms and Conditions**

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These terms shall be part of the Account Terms and Conditions and shall apply to any use of the Online Bill Payment Service offered by T-Mobile MONEY (the "Service").

### **Definitions:**

"Agreement" means these Terms and Conditions of the Service.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

“Due Date” is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

“Payee” is the person or entity to which you request a bill payment to be directed.

“Payment Instruction” is the information provided by you to the Service for a bill payment to be made to the Payee.

“Scheduled Payment” is a payment that has been scheduled through the Service but has not begun processing.

“Scheduled Payment Date” is the day your Account will be debited and is also the day the Service will begin processing your payment, unless the Scheduled Payment Date falls on a non-Business Day, in which case it will be considered to be the next Business Day.

### **Payment Scheduling:**

When scheduling payments you must provide the correct information, such as the correct name, address, phone number or account information for the Payee. Scheduled payments submitted before 8 p.m. ET on any given Business Day, will be processed on the same Business Day. Payments submitted after 8 p.m. ET will be processed on the next Business Day.

Your first payment to a Payee may be made by paper check. After the first payment, if the Payee participates in electronic payments, you will be able to determine if future payments to the Payee will be sent via paper check or electronically.

Payments issued electronically will begin processing on your Scheduled Payment Date and will arrive approximately three (3) Business Days after the Scheduled Payment Date. When scheduling payments, you must select a Scheduled Payment Date that is no fewer than three (3) Business Days before the actual Due Date, not the late date or grace period.

If electronic delivery is not available for the Payee, payments will be issued by paper check. Payments will begin processing on your Scheduled Payment Date and will arrive approximately six (6) Business Days after the Scheduled Payment Date. When scheduling payments, you must select a Scheduled Payment Date that is no fewer than six (6) Business Days before the actual Due Date, not the late date or the grace period.

The maximum transaction limit for bill payments is \$10,000. The aggregate daily limit for bill pay transactions is \$20,000.

### **The Service Guarantee:**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Recipients or financial institutions, some transactions may take longer to be credited to your Account. The Service will bear responsibility for any late payment related charges, up to \$50.00 per incident, should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under “Payment Scheduling” in this Agreement.

### **Payment Authorization and Payment Remittance:**

By providing the Service with names, addresses and account information of Payees to whom you request us to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Recipient directives.

Please be aware that by initiating an online bill payment you are authorizing us to debit your Account to pay the indicated recipient on your behalf. In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons. The Service will use its best efforts to research and correct the returned payment and return it to your Payee or void the payment and credit your Account.

The Service will use its best efforts to make all your payments properly. However, the Service will incur no liability and any Service guarantee will be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances: a) If, through no fault of the Service, your Account does not contain sufficient funds to complete the transaction; b) The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction; c) You have not provided the Service with the correct information such as the correct name, address, phone number, or account information for the Payee; and d) Circumstances beyond the control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Account or causes funds from your Account to be directed to a Payee inconsistent with your Payment Instructions, the Service will be responsible for returning the improperly transferred funds to your Account, and for directing to the proper Payee any previously misdirected transactions.

**Payment Methods:**

The Service reserves the right to select, at its sole discretion, the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment or a check payment.

**Payment Cancellation and Stop Payment Requests:**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited; therefore, a stop payment request must be submitted. The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service will not have liability for any third party charges that may be incurred. The Service may also require you to present your request in writing.

**Limitation on Payments:**

Payments to Payees outside of the United States or its territories are prohibited through the Service. You also agree to use the Service for lawful payments only. Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and must be scheduled at your own risk. In no event will the Service be liable for any claims or damages resulting from you scheduling of these types of payments. The Service guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from this type of payment. All research and resolution for any misapplied, misposted or misdirected payments will be your sole responsibility and not that of the Service.

The Service reserves the right to refuse, at our sole discretion, to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

**Exclusions of Warranties:**

THE SERVICE 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 MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement does not alter your liability or obligations that currently exist between you and your Recipients.

**Password and Security:**

You agree not to give or make available your password, PIN, or other means to access your Account to any other individuals. You are responsible for all payments authorized through your Account using the service. If you permit other persons to use the Service or your password or other means to access your Account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your Account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money with or without your permission, you must notify the Service immediately.

**Services Fees and Additional Charges:**

Any applicable fees are displayed on the website or set forth in the applicable fee schedules in effect from time to time. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your Account will continue to apply.

**Alterations and Amendments:**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service will provide notice to you on the web or as required by law. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such changes. Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

**Service Termination, Cancellation, or Suspension:**

In the event you wish to cancel the Service, you may have the ability to do so online, or you may contact customer service. Any payments the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time, at its sole discretion. Any abuse or commercial use of the Service can result in immediate termination of your use of the Service. Neither termination nor suspension will affect your liability or obligations under this Agreement.

**Disputes**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any marketing or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service communicates and the terms of this Agreement, the terms of this Agreement will prevail.

**Miscellaneous**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

The captions of sections hereof are for convenience only and will not control or affect the meaning or construction of any of the provisions of this Agreement.

Your card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your card is subject to all applicable rules and customs of any clearinghouse or other association

involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Connecticut except to the extent governed by federal law. THE FOREGOING WILL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT WILL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE.

### Contacting BankMobile:

By US Mail:

To Send Deposits: BankMobile, P.O. Box 9805, New Haven, CT 06536

To Notify Us by Mail of Transaction Disputes or Errors: Error Resolution, P.O. Box 543000, Omaha, NE 68154

For General Correspondence: BankMobile, 105 Munson St New Haven, CT 06511

By Toll-free Telephone (866)-686-9358 (inside the US) or (414)-751-6700 (outside the US)

By Internet: [www.t-mobilemoney.com](http://www.t-mobilemoney.com)

## Important Information About Substitute Checks (Check 21 Act)

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### What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

### Substitute Checks and Your Rights

In the event that you receive a check back from us, some or all of the checks you receive back may be substitute checks. This notice describes the rights you have in the event that you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### What are my rights regarding substitute checks?

In certain cases, Federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account.

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (45) calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

BankMobile Error Resolution  
P.O. Box 543000  
Omaha, NE 68154

Tel. (866)-686-9358 (inside the US) or (414)-751-6700 (outside the US)

You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

**Your claim must include:**

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and the following information to help us identify the substitute check: (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check).

## Mobile Check Deposit Terms and Conditions

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These mobile check deposit Terms and Conditions shall be an amendment to and a part of the Account Terms and Conditions and Related Disclosures and shall apply to any use of mobile check deposit (the "Service"). By using the Service, you agree to be bound by the terms and conditions contained herein.

**Definitions:**

"You" and "your" means a person who uses the Service.

"We," "us" and "our" refer to BankMobile a Division of Customers Bank

"Account" means your checking account or savings account with us to which you are authorized to make a deposit using via mobile check deposit, pursuant to these terms and conditions.

"Capture Device" means any device acceptable to us, as determined from time to time, that provides for the capture of images from Items and for transmission through the clearing process. At present, a Capture Device is any one of the following smart phones when powered by a cellular service provider.

Mobile Device	Other
Apple® iPhone® iOS 9.3 or later	Must have at least a 3.2 megapixel rear-facing camera.
Android® Version 4.1 or later	Cellular or wi-fi data connection required. Carrier data rates may apply.

“Check 21” means the Check Clearing for the 21st Century Act.

“End User License Agreement” means the agreement as set forth in Schedule A hereto governing the use of the application software you must download in order to use the Service.

“Image” means the electronic image of the front and back of an Item, in addition to other required information, as specified by us, in the format we specify.

“Image Replacement Document” or “IRD” means a substitute check, as defined in Check 21.

An “Item” is an original: check, cashier’s check, official check, U.S. Treasury check, or any other payment instrument, drawn on a financial institution within the United States and payable in U.S. currency that is payable to you. Items are deemed to be “items” under the Uniform Commercial Code and “checks” under The Expedited Funds Availability Act and Regulation CC.

“User Guide” means the application download instructions, device instructions and FAQs we provide to you on our Internet site from time to time, in addition to any help content contained within the software application that is downloaded to your Capture Device.

### Mobile Check Deposit:

Pursuant to these terms and conditions, you may use the Service to deposit Items to your Account by creating an Image of the Item using a Capture Device and transmitting that Image to us for deposit. You may transmit Images to us only from a Capture Device located in the United States.

### Hardware and Software Requirements:

It is your responsibility to obtain and maintain, at your own expense, a Capture Device. You are responsible for all costs of using the Service and operating the Capture Device, including, but not limited to telephone and internet service charges.

You agree to transmit an Image to us using only a Capture Device as we have expressly authorized for your use to transmit Images. We may, but are not required to, at our sole discretion, reject Images that you transmit to us with an unapproved Capture Device or by other means to which we have not given our consent.

Any Capture Device that you use to transmit Images to us pursuant to these terms and conditions must be approved by us.

You are responsible for the security of the Capture Device, and for allowing its use only by individuals authorized by you. You agree to implement and maintain specific internal security controls to protect the Capture Device and customer information. We may require that you implement and maintain additional specific controls, and we may notify you of those controls and amend them from time to time.

You are responsible for maintaining the system’s capacity and connectivity required for use of the Service. We shall notify you of those requirements, and we may amend them from time to time.



**Image Quality:**

You are responsible for the image quality of any Image that you transmit. Any Image transmitted to BankMobile using the Service must be legible, and the image quality must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. BankMobile reserves the right to reject any image transmitted using the Service, that it, in its sole discretion, deems to be of insufficient image quality or nonconforming with the aforementioned standards, without prior notice to you. You understand and agree that it is your responsibility to monitor whether an Image you transmit using the Service has been rejected for any reason and you agree to hold BankMobile harmless from any loss or liability you may incur due to a transmitted Image being rejected.

Each Image must include the front and back of the Item, and the following information must be clearly readable: amount, payee name, drawer signature, date, check number, account number, routing and transit number, MICR (Magnetic Ink Character Recognition) line, and the following restrictive endorsement written on the check: "For remote deposit only."

**Processing Images:**

You authorize us to process any Image that you send us or convert an Image to an Image Replacement Document. You authorize us to handle the Image or IRD.

**Limits:**

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may, at our sole discretion, reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to these terms and conditions, and we will not be obligated to allow such a deposit at other times. In order to use the Service your account must be active, funded, and your identity verified. Daily deposit limits vary and are subject to change. The daily deposit limit for deposits that you transmit using the Service is \$3,000.

**Deposit of other items; deposits when Service not available:**

You agree that you will not use the Service to deposit anything not meeting the definition of an Item. If you use the Service to transmit anything that is not an Item, or if for any reason we are not able to recognize what you have deposited using the Service as an Item, we may reject it without prior notice to you. You agree to make such deposits through other channels that we offer. You further agree to use such other channels when the Service may not be available.

If your check or money order deposits exceed the limits listed above or if the Service is unavailable, you may complete the deposit slip provided in the App and on the Website and send it, along with your check(s) and/or money order(s), to the address listed on the deposit slip.

**Returned Items:**

You are solely responsible for any Item for which you have been given provisional credit, and any such Item that is returned or rejected may be charged to your Account. You acknowledge that all credits received for deposits made through the Service are provisional, subject to verification and final settlement. Any Item that we return to you will be returned in the form of an Image or an IRD.

**Handling of Transmitted Items:**

You agree not to allow an Item to be deposited or presented for payment more than once, to the extent that it could result in the payment of the Item more than once. You will not allow the transmission of an Image of an Item that has already been presented to us or to any bank by any other means. You will not allow transmission of an Image of an Item that has already been transmitted through the Service. If an Image of an Item has been transmitted to us or to any other financial

services company or bank, you will not allow the Item to be subsequently presented by any other means. If any Item is presented or deposited more than once, whether by Image or by any other means, we may, at our discretion, reject it or return it and charge it against your Account without prior notice to you.

For any Image which you have transmitted, you shall be responsible for preventing the transmission of another Image of the Item or presentment of the Item by any other means. You agree to retain the Item until it has been credited to your Account, and thereafter to either destroy any Item of which you have transmitted an Image, or to otherwise render it incapable of transmission or presentment.

### **Errors:**

You agree to notify BankMobile of any suspected errors regarding Items deposited through the Service immediately, but in no event later than 60 days after the applicable BankMobile Account statement is made available. Unless you notify BankMobile within 60 days, such statement regarding all deposits made through the Service shall be deemed correct.

### **Cooperation with Investigations:**

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of Items in your possession and your records relating to Items and transmissions.

### **Payment Processing:**

#### Item Processing

The manner in which the items are cleared, presented for payment, and collected shall be in BankMobile's sole discretion subject to the Terms and Conditions and Related Disclosures governing your Account.

#### Transmission of Items

The Images you send us are not considered received by us until you receive a message from us acknowledging that we have accepted your deposit. However, the confirmation that we send you does not mean that the transmission was complete or error free. We are not responsible for Images we do not receive or that are dropped during transmission. We reserve the right to reject any Image transmitted through the Service, at our sole discretion, without liability to you.

#### Funds Availability

Funds deposited using the Service will be available after BankMobile receives payment for the funds submitted. BankMobile may make such funds available sooner, at its sole discretion, based on factors such as the length of your relationship with us, transaction and experience information, account history and such other factors as BankMobile, in its sole discretion, deems relevant.

### **Representations and Warranties:**

You make the following representations and warranties to us:

1. You and any user you authorize will use the Service only for lawful purposes and in compliance with all applicable rules and regulations and with our reasonable instructions, rules, policies, specifications, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party.
2. You will use the Service to transmit and deposit Images of Items only.
3. You will transmit only Images of Items acceptable for deposit through the Service and will handle Items as agreed herein.

4. You are a person authorized to enforce each Item or are authorized to obtain payment of each Item on behalf of a person entitled to enforce an Item.
5. Items have not been altered.
6. Each Item bears all required and authorized endorsements.
7. Each Item has been endorsed as "For remote deposit only".
8. All of the warranties set forth in Section 4-207 of the Uniform Commercial Code as adopted in the State of Connecticut.
9. All Images accurately and legibly represent all of the information on the front and back of the Item.
10. You will not use the Service to transmit or deposit any Item, (i) payable to any person or entity other than you, (ii) made payable to multiple parties, (iii) drawn on your own Account, (iv) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement, (v) that is a substitute check or image replacement document, (vi) that is drawn on an institution located outside of the United States or payable in foreign currency, (vii) that is created by you purportedly on behalf of the maker, such as a remotely created check, (viii) considered to be a Savings Bond; or (ix) dated more than six (6) months prior to the date of deposit.
11. No depository bank, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, a substitute check, the original check, or a paper or electronic representation of a substitute check or the original check such that that person will be asked to make a payment based on a check that it already has paid.
12. You will use the Service as required by the User Guide.
13. Your understanding that acceptance of the End User License Agreement is required for use of the Service.

#### **Indemnification and Limitations on Liability:**

In addition to the indemnifications and limitations on liability contained in the Account Terms and Conditions and Related Disclosures, you hereby agree to indemnify and hold us harmless for any claim, cost, loss or damage caused directly or indirectly by your failure to comply with these terms and conditions or by your breach of any representation or warranty contained herein.

BANKMOBILE AND CUSTOMERS BANK SHALL NOT BE LIABLE FOR ANY DAMAGES OTHER THAN THOSE CAUSED SOLELY AND DIRECTLY BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ITS LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF YOUR ACTUAL DAMAGES OR THE TOTAL IN FEES YOU PAID FOR THE USE OF THE SERVICE DURING THE SIX MONTH PERIOD PRIOR TO THE SUPPOSED ACT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BANKMOBILE SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED BY BANKMOBILE ON AN "AS IS" BASIS, AND THAT YOU USE IT AT YOUR SOLE RISK.

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, BANKMOBILE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **Intellectual Property:**

These terms and conditions do not transfer to you any ownership or proprietary rights in the Service, the Capture Device or any associated software or any part thereof. We or our agents retain all intellectual property rights, title and interest in and to the Service, Capture Device and any associated software.

Neither you nor any user you authorize will (a) sell, lease, distribute, license or sublicense the Service; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Service or any part of it in any way for any reason; (c) provide, disclose, divulge or make available to or permit use of the Service by any third party; (d) copy or reproduce all or any part of the Service; or (e) interfere, or attempt to interfere, with the Service in any way.

#### **Termination:**

We may terminate or suspend the Service, or your use of the Service, at any time and for any reason, at our sole discretion.

**Amendment:**

We may change these terms and conditions at any time. We may add new terms and conditions and we may delete or amend existing terms and conditions. We generally send you advance notice of the change. If a change is favorable to you, however, we may make the change at any time without advance notice. If you do not agree with the change you may discontinue using the Service. However, if you continue to use the Service, you shall be deemed to have accepted and agreed to the change(s).

**Governing Law:**

These Terms and Conditions, and your rights and our obligations thereunder, are governed by and interpreted according to federal law and the law of the State of Connecticut. If state and federal law are inconsistent, or if the state law is preempted by the federal law, federal law shall govern.

*Apple and iPhone are registered trademarks of Apple Inc.*

## Schedule A

### End User License Agreement

BankMobile a Division of Customers Bank (“Application Provider”) is willing to license the mobile check deposit Application (“Application”), to you ONLY IF YOU ACCEPT ALL OF THE TERMS IN THIS END USER LICENSE AGREEMENT (“License”). Application Provider is not willing to make the Application Provider available under any other terms or subject to any conditions.

BEFORE YOU AGREE TO THESE TERMS, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENSE. BY AGREEING TO THESE TERMS YOU ARE (1) REPRESENTING THAT YOU ARE OVER THE AGE OF 18 AND HAVE THE CAPACITY AND AUTHORITY TO BIND YOURSELF TO THE TERMS OF THIS LICENSE AND (2) CONSENTING TO BE BOUND BY THIS LICENSE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE, OR DO NOT REPRESENT THE FOREGOING, DO NOT INDICATE YOUR AGREEMENT, IN WHICH CASE YOU WILL NOT AND MAY NOT RECEIVE, INSTALL OR USE THE APPLICATION. Any use of the Application other than pursuant to the terms of this License is a violation of U.S. and international copyright laws and conventions.

**Grant of License:**

Application Provider hereby grants you a limited, non-exclusive, non-transferable license to install the Application on your mobile device for your personal use. You may not (and shall not permit any third party to): (i) copy (except as expressly permitted by this License), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application, any updates, or any part thereof; (ii) rent, lease, lend, sell, redistribute or sublicense the Application; or (iii) otherwise exercise any other right to the Application not expressly granted in this License. The terms of this License will govern any upgrades provided by Application Provider that replace and/or supplement the original Application.

**Ownership of Application:**

This License does not convey to you an interest in or to the Application, but only a limited right of use revocable in accordance with the terms of this License. The Application is NOT sold to you, and all rights not expressly granted herein are reserved to Application Provider and its licensors. Application Provider and its licensors own all right, title and interest in and to the Application. No license or other right in or to the Application is granted to you except for the rights specifically set forth in this License. You hereby agree to abide by United States copyright law and all other applicable laws of the United States and other nations and by any applicable international treaties.

**Consent to Use of Data:**

You agree that Application Provider 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 to you (if any) related to the Application. Application Provider 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 to you.

**Termination:**

This License is valid until terminated by you or Application Provider. Application Provider may terminate the License at any time or for any reason. Your rights under this License will terminate immediately if you breach any term of this License. Upon termination of this License, you shall immediately cease all use of the Application and destroy all copies, full or partial, of the Application.

**No Warranty:**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE APPLICATION (“SERVICES”) ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLICATION PROVIDER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. APPLICATION PROVIDER DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLICATION, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLICATION PROVIDER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

**Limitation of Liability:**

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL APPLICATION PROVIDER BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF APPLICATION PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

**Export Controls:**

You may not use or otherwise export or re-export the Application except as authorized by United States law and the laws of the jurisdiction in which the Application was obtained. In particular, but without limitation, the Application 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 Application, 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 these products 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.

### U.S. Government End Users:

The Application is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Application with only those rights set forth herein.

### Governing Law:

The laws of the State of Connecticut, excluding its conflicts of law rules, govern this License and your use of the Application. Your use of the Application may also be subject to other local, state, national or international laws.

## Perks Program Terms and Conditions

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Perks is a program that enables accountholders who enroll in the program to qualify to receive additional benefits and promotions through their T-Mobile MONEY accounts. Partnerships and other legal entities are not eligible to participate in perks. This document supplements the [Account Terms and Conditions and Related Disclosures](#) that govern the use of your T-Mobile MONEY Checking Account ("Account") issued by BankMobile a Division of Customers Bank. Review and keep this document. From time to time, we may change these perks program terms and conditions. When any change is made to the Perks program terms and conditions, we will post revisions at this website and on the T-Mobile MONEY application. It is your responsibility to review these perks program terms and conditions to be aware of any changes.

### General Terms

1. To participate in perks, you must meet the following qualification criteria: You must be a T-Mobile wireless customer in the continental U.S. with an active postpaid wireless plan, e.g. T-Mobile ONE, T-Mobile ONE+ and Simple Choice plan(s) and other postpaid plans, excluding the No Credit Check plan. Each individual on a qualifying T-Mobile wireless account is eligible for a separate T-Mobile MONEY account. Please contact a T-Mobile MONEY Specialist at (866) 686-9358 for specific requests pertaining to T-Mobile MONEY perks eligibility
2. To participate in perks, you also must link your T-Mobile wireless telephone number to your TMOID, maintain an Account that is open, and register through the T-Mobile MONEY mobile application. Partnerships and other legal entities are not eligible to participate in perks.
3. We reserve the right to disqualify anyone from participation in perks, refuse to provide perks benefits, and / or close your Account if, in our sole judgment, you or any other person(s) using the Account or the Card, have violated any of our terms and conditions, including but not limited to acts of fraud or other abuse.
4. You consent to and authorize BankMobile, any of its subsidiaries, affiliates and any non-affiliated third parties with whom any of the foregoing contract in order to manage the perks program including, but not limited to, T-Mobile, to share information about you and the Account (including the perks program component) as necessary to effect, administer, enforce, service or fulfill the terms of the perks program. Such consent and authorization are effective while the Account is open and has active charging privileges and shall not be superseded by any future privacy statement or opt-out notifications or elections you may make. In addition, you consent to and authorize each of the foregoing parties to communicate with you through email in order to accomplish the foregoing purposes.

5. We may change or limit any aspect of the perks program; amend the terms and conditions, benefits or features, in whole or in part; discontinue or replace any aspect of the perks program with a similar one of lesser, equal or greater value (in our sole discretion); modify, delete or terminate any or all of the perks program, the terms and conditions or any portion thereof and any or all of the participating partners, benefits, or special offers, at any time. The perks program is not scheduled to end on a predetermined date.
6. We are not responsible for delayed or lost correspondence sent by U.S. mail or any other form of delivery, including email. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction or unauthorized access to, or other perks program activities.
7. Suppliers of goods and services relating to the perks program are independent contractors and are neither agents nor employees of BankMobile, or any of its affiliates; or any group, organization, or entity endorsing a BankMobile program. BankMobile does not offer, endorse, or guarantee any of the goods, services, information or recommendations provided by third parties to you.
8. BANKMOBILE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING: (I) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE; (II) THAT THE WEBSITE FOR THE PROGRAM AND ITS CONTENT WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR, (III) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE OPERATION, USE OR OTHER EXPLOITATION OF THE WEBSITE FOR THE PROGRAM OR ITS CONTENT, AND (IV) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE WEBSITE FOR THE PROGRAM OR ITS CONTENT.
9. You are responsible for determining any tax liability arising from participation in the perks program. Consult your tax advisor concerning tax consequences. The perks program is void where otherwise prohibited by law. All aspects of the perks program relating to BankMobile are governed by the laws of the State of Connecticut, without reference to its choice of law provisions.

Home (<https://www.t-mobilemoney.com/en/home.html>)

Support (<https://www.t-mobilemoney.com/en/support.html>)

FAQs (<https://www.t-mobilemoney.com/en/faq.html>)

Accounts held at Customers Bank, Member FDIC and Equal Housing Lender

BankMobile Privacy Statement BankMobile Privacy Statement ([https://www.t-mobilemoney.com/content/dam/tmobile/documents/pdfs/privacy\\_notice.pdf](https://www.t-mobilemoney.com/content/dam/tmobile/documents/pdfs/privacy_notice.pdf)) and the T-Mobile MONEY Privacy Policy (<https://www.t-mobilemoney.com/en/privacy-policy.html>).

T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG.

The T-Mobile MONEY™ Debit Mastercard® is issued by Customers Bank pursuant to license from Mastercard International Incorporated. The card is administered by BankMobile a Division of Customers Bank.

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Mastercard is a registered trademark of Mastercard International Incorporated.

All other names and logos are owned by their respective owners.

BankMobile a Division of Customers Bank is located at: 115 Munson Street, New Haven, CT 06511.

# Privacy Policy

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BankMobile Privacy Disclosure/Notice ([https://www.t-mobilemoney.com/content/dam/tmobile/documents/pdfs/privacy\\_notice.pdf](https://www.t-mobilemoney.com/content/dam/tmobile/documents/pdfs/privacy_notice.pdf))

BankMobile is committed to respecting the privacy rights of its customers at all times. This Privacy Policy (the Policy) applies to [t-mobilemoney.com](https://www.t-mobilemoney.com) (the Website), in addition to the T-Mobile MONEY banking application (the App) and T-Mobile MONEY accounts, powered by BankMobile. It details how we collect, protect and use information we receive from customers online from website visitors, users of apps and during normal banking practices. This Policy also describes the choices available to you regarding the use of, your access to, and how to update and correct your personal information.

## Information collection

We collect information from you when you register on the T-Mobile MONEY website; use the T-Mobile MONEY banking website or the App; contact our T-Mobile MONEY Specialists through any means including, but not limited to, phone, IVR, and Secure Message Center; complete a form; enter a contest or sweepstakes; respond to a survey or communication such as e-mail; or participate in another website or app feature. When registering or completing a form (secure or otherwise), we may ask you for your name, date of birth, email address, mailing address, T-Mobile MONEY ID, social security number, phone number(s) or other information. We may contact you through any of the means you identified on the form (e.g., phone, mobile phone, fax, e-mail).

When you use the App we will collect, amongst other things, your mobile device's App Version, Device Type/Model, and Operating System. We also access the device file storage and camera sensor. You can opt out of this at the device level. We may collect the geolocation data from your device.

You may visit the Website and/or use some capabilities within the App anonymously without registering. We may or may not use "cookies" or similar technology to enhance your experience and gather information about visits to the Website or the App. We also receive and store session information, statistical data and other information about visits to the Website and the App. Tracking technologies collect anonymous data about users who interact with our website to help us provide a better user experience through the use of statistics and measurements of T-Mobile MONEY user satisfaction. Please see the section on "Use of Cookies" and online technologies for more information.

We may use the information we collect from you when you register, complete a form, enter a contest or promotion, respond to a survey or marketing communication, use the Website or the App, or use certain other site features in the following ways:

- To allow customization of the Website, the App, or banking products and to store user information for future retrieval.
- To allow us to better service you in responding to your customer service requests.
- To quickly process your requests. For example, if you request product information, we may use the information you provide to send you information you request.
- To administer a contest, promotion, survey or other site feature.
- In addition, we may collect and use information for analytic purposes, market research or for marketing purposes, as allowed by law.



Visitors who register or participate in other features of the Website or the App such as marketing programs and partners' content may or may not be given a choice as to whether they would like to be placed on our email lists and receive email communications from us. You may opt out of promotional or marketing emails by clicking on the unsubscribe link within any of the promotional or marketing emails that you receive.

We may also obtain information about you from other sources and combine that with information we collect directly. For example, we may collect information about you when you post content to our pages or feeds on third party social media sites. In addition, website users may post comments to blogs. You should be aware that any personally identifiable information you submit there can be read, collected, or used by other users, and could be used to send you unsolicited messages. BankMobile and its affiliates are not responsible for personally identifiable information you choose to submit in comments on blogs.

## Information protection

BankMobile takes the security of our customer's information very seriously. We have implemented internal controls and security measures that comply with applicable federal and state laws. These measures include technical, physical, and operational safeguards made to keep your data safe.

## Access and opt-out

If your personal information changes, or if you no longer desire our service, you may correct, update, amend, delete or ask to have it removed from a public forum or directory on our site by accessing your account through the Website or by contacting us at the number below or postal mail at the contact information listed below. We will respond within a reasonable timeframe.

If at any time you would like to stop receiving promotional emails from us, you may opt out of receiving these secondary communications. To opt out of promotional emails, you must select the "Unsubscribe" link present in each promotional email we send out to our customers. You can also unsubscribe by updating your account preferences when you access your personal account information. We reserve the right to send customers transactional and relationship/servicing emails, which are considered a part of your service.

If at any time you would like to change your preferences regarding receipt of text messages on your wireless phone regarding marketing or certain service- and security-related messages, you may update your preferences by responding to any text messages you received from our systems with the word "STOP," accessing your account through the website, calling our team of T-Mobile MONEY Specialists at (866) 686-9358 (Inside the US) or (414) 751-6700 (Outside the US) or by dialing \*\*MONEY from your T-Mobile wireless phone, or by postal mail at the contact information listed below.

## Policy changes

We may update this Policy to reflect changes to our information security and sharing practices. If we make any material changes we will notify you by email (sent to the email address specified in your profile) or by means of a notice on our Website and the App prior to the change becoming effective. We encourage you to periodically review our Website and the App for the latest information on our privacy services.

## Information we disclose to nonaffiliated third parties

BankMobile does not sell, trade, or otherwise transfer your personally identifiable information to outside parties unless we provide you with advance notice, and except as described in BankMobile's Privacy Disclosure/Notice ([https://www.t-mobilemoney.com/content/dam/tmobile/documents/pdfs/privacy\\_notice.pdf](https://www.t-mobilemoney.com/content/dam/tmobile/documents/pdfs/privacy_notice.pdf)), which can be accessed by clicking here, and as set forth below.

We reserve the right to disclose information to our service providers where necessary to facilitate services to you on our behalf. This includes sharing with T-Mobile the content of any calls you place to T-Mobile MONEY Specialists for quality assurance and training purposes. We may share the contact information you provide on our website with our contractors and vendors in order to provide a requested service or transaction (e.g., to send you an e-mail or provide benefits to which you are entitled) subject to our confidentiality policies. BankMobile uses third-party agents such as financial banking institutions and financial services companies, to fulfill your transactional and payment processing needs made on our websites. These third-party agents provide services for BankMobile in compliance with all the legal requirements of operating in this capacity and are authorized to use your shared personal information specifically and exclusively for fulfilling transactions on our behalf. We also may share information about you with nonaffiliates for our own analysis, market research and marketing purposes as allowed by law. Whenever nonaffiliated third parties provide products or services for us or on our behalf, we require them by contract to maintain appropriate safeguards designed to ensure the security and the confidentiality of the information that we provide them.

We may disclose your personal information to respond to subpoenas, court orders, legal process, in connection with litigation, or to protect or establish our legal rights or property when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request. Information may be disclosed as part of any merger, acquisition, sale of company assets, as well as in the unlikely event of an insolvency, bankruptcy or receivership in which information would be transferred as one of the business assets of the company. If BankMobile is involved in a merger, acquisition or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our website, of any change in ownership, uses of your personal information, and choices you may have regarding your personal information. We also may provide information to consumer reporting agencies.

Finally, we may disclose your personal information as otherwise permitted or required by law. Please see the BankMobile Privacy Notice for additional information. View BankMobile's Privacy Disclosure/Notice ([https://www.t-mobilemoney.com/content/dam/tmobile/documents/pdfs/privacy\\_notice.pdf](https://www.t-mobilemoney.com/content/dam/tmobile/documents/pdfs/privacy_notice.pdf)).

## Use of cookies or other online technologies to collect information

When you browse or visit the Website or the App, we may store certain information on your computer or mobile device, respectively. This information may be in the form of a small text file called a "cookie" or similar technology and can help us to tailor our sites to your individual preferences and save you time if you visit the Website or the App again. We also store information about your session while you are using the Website or the App to allow you to utilize the Website and App to access your account.

### Can I disable or delete cookies?

You can disable cookies by making the appropriate selection from your browser options to inform you when cookies are set or to prevent cookies from being set. However, if you choose to disable or delete cookies, you may limit the functionality we can provide when you visit our Website or App.

### Does BankMobile track your online activity on the T-Mobile MONEY website?

We may use online tracking technologies, such as cookies, to gather anonymous, aggregate information about your visit to the Website or App. This information allows us to measure site activity and to create ideas for improving the Website and App and may include the time and length of your visit, the pages you look at on our site, the website you visited just before coming to ours and your internet service provider. If we provide you with a link from our Website or App to another site, we may track the fact that you clicked the link. This will help us understand which links are helpful to you when you visit our Website or App and will help us provide you with links that may be of interest to you when you visit our Website or App again.

### **Does BankMobile use online behavioral advertising (OBA) on third-party websites?**

Yes, we utilize OBA on third party websites and mobile apps that are not affiliated with BankMobile. The third parties with which BankMobile contracts may use cookies, web beacons, or other technologies for OBA. Neither the third parties nor BankMobile collects any personally identifiable information (PII) through these mechanisms. We may also use aggregate data to display ads or content that may be relevant or of interest to you. Examples of aggregate data include, but are not limited to, pages visited or keyword searches. Anyone receiving an online behavioral ad may opt-out by clicking the third-party website's Advertising Option icon (Ad Choices) associated with the ad or visiting the third-party website's privacy policy for an opt-out mechanism, if any.

### **How do BankMobile websites respond to web browser "Do Not Track" signals?**

They do not respond to web browser "Do Not Track" signals at this time. To prevent BankMobile or third parties from tracking, you can access your browser settings and disable or delete your cookies.

### **Information about children**

We don't intentionally collect or maintain data about children under 13. Our website is not intended for children under 13.

### **Blog/Forum**

Our Website may offer publicly accessible blogs or community forums. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them. To request removal of your personal information from our blog or community forum, contact us at the number below. In some cases, we may not be able to remove your personal information, such as if you post to a blog, website, or other platform that we do not control, or if we are required by law to retain certain information about your engagement with us. If this is the case we will let you know if we were unable to remove this information and why.

### **Social media widgets**

Our Website may include Social Media features, such as the Twitter button and widgets, such as the "Share This" button or interactive mini-programs that run on our sites. These features may collect your IP address, which page you are visiting, and may set a cookie to enable the feature to function properly. Social Media features and widgets are either hosted by a third party or hosted directly on our sites. Your interactions with these features are governed by the privacy policy of the company providing them.

### **Mobile application**

We use mobile analytics software to allow us to better understand the functionality of our App on your phone. This software may record information such as how often you use the App, the events that occur within the App, aggregated usage, performance data, and where the App was downloaded from. We do not link the information we store within the analytics software to any personally identifiable information you submit within the App.

### **Nonpublic personal information and former customers**

When you are no longer our customer, we may continue to share your information as described in this notice. In addition, we will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

## Third-party links

It's important to know that our Website and the App may contain links to third-party websites not controlled by BankMobile or covered by this online privacy policy. We recommend that you check the privacy statements of other sites you visit before providing any personal information.

## Questions and feedback

We welcome your questions, comments, and concerns about privacy. Please send us any and all feedback pertaining to privacy or any other issue by calling our team of T-Mobile MONEY Specialists at (866) 686-9358 (Inside the US) or (414) 751-6700 (Outside the US) or by dialing \*\*MONEY from your T-Mobile wireless phone, or by postal mail at the contact information listed below.

## Your consent

By using our Website or the App you consent to the terms of this Policy.

## Additional information

Privacy notices are accurate as of the date they are provided to you and supersede all previously issued confidentiality and information-sharing disclosures. We reserve the right to change these notices and any of the practices described in these notices at any time upon proper notice to you as described above.

### **If you believe that we have not complied with this notice, you may contact us by writing to:**

BankMobile, Attn: Customer Care, 105 Munson Street, New Haven, CT 06511

BankMobile is a division of Customers Bank. Member FDIC.