

# Important User Information: Terms and Conditions and Related Disclosures

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Revised June 30, 2025

The terms and conditions set forth below contain important information regarding your BankMobile Checking Account, Interest Bearing Checking Account, and BankMobile Savings Account. 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.

Click on the link below to access important documents.

1. [E-Sign Disclosure and Consent](#)
2. [Web and Mobile Services User Agreement](#)
3. [Account Terms and Conditions and Related Disclosures](#)
  - [Account Terms and Conditions](#)
  - [Fee Schedule](#)
  - [Funds Availability Disclosure](#)
  - [Electronic Fund Transfers Disclosure](#)
  - [Privacy Statement](#) and [First Carolina Bank Privacy Policy](#)
4. [Online Bill Payment Terms and Conditions](#)
5. [Important Information About Substitute Checks \(Check 21 Act\)](#)
6. [Mobile Check Deposit Terms and Conditions](#)
7. [Cash Back Terms and Conditions](#)

## E-Sign Disclosure and Consent

This E-Sign Disclosure and Consent ("Disclosure") applies to all Communications for those products and services offered through the website and mobile application of First Carolina Bank and its wholly owned subsidiary, BM Technologies, Inc., that are not otherwise governed by the terms and conditions of an electronic disclosure and consent.

The words "**we**," "**us**," and "**our**" refer to First Carolina Bank and its wholly owned subsidiary BM Technologies, Inc. (the Bank) with whom you may have an Account. As used in this Disclosure, "**Account**" means the account or profile you have

with us. "**Communications**" means any customer agreements or amendments thereto, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product or service, including but not limited to information that we are required by law to provide to you in writing.

**1. 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 discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- a. All legal and regulatory disclosures and communications associated with the product or service available through our website or mobile application for your Account.
- b. Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims.
- c. Privacy policies and notices.

**2. Method of Providing Communications to You in Electronic Form:**

All Communications that we provide to you in electronic form will be provided either (1) via email, (2) by access to a website that we will designate in an email notice we send to you at the time the information is available, (3) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose, or (4) mobile application.

**3. How to Withdraw Consent:**

You may withdraw your consent to receive Communications in electronic form by contacting us at **1-877-327-9515**. At our option, 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. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however, your access and use of our website or mobile application and Account may be terminated. 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.

**4. How to Update Your Records:**

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

**5. Hardware and Software Requirements:**

For your security and convenience, we have optimized our products to be compatible with the latest devices and operating systems. The following are the minimum system requirements for you to access, view, and retain Communications that we make available to you. To utilize the services, you must have:

- a. a valid email address
- b. internet access (cable modem, DSL, a data plan by your wireless carrier, etc.)
- c. a current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader)

- d. a printer and/or storage device if you wish to print or retain any electronic documents
- e. an updated browser that is currently supported by the browser software vendor (must support 128-bit encryption and TLS 1.2 or higher)
  - Recommended desktop browsers include: Google Chrome, Microsoft Edge, Mozilla Firefox, Safari
  - Recommended mobile browsers include: Google Chrome, Mobile Safari

#### **6. Requesting Paper Copies:**

We will not send you a paper copy of any Communications unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communications by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communications to you. To request a paper copy, contact us by logging into our website or mobile application. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communications that you have authorized us to provide electronically.

#### **7. 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.

#### **8. 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.

#### **9. 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.

#### **10. Consent:**

You hereby give your affirmative consent for us to provide electronic Communications to you as described herein. You further agree that your computer 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. The featured words and symbols used to identify the source of goods may be the trademarks of their respective owners.

## **Web and Mobile Services User Agreement**

This Web and Mobile Services User Agreement ("Agreement") discusses important rules related to your use of the website, mobile application, and any related products and services (collectively, the "Service") of First Carolina Bank and its wholly owned subsidiary, BM Technologies, Inc., (the "Bank"). 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, "BM Technologies, Inc.," "we" or "our" will refer collectively to the 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 the Bank 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 the Bank. This Agreement is subject to change by the Bank without prior notice (unless prior notice is required by law) by posting the revised Agreement on the Bank website and mobile application. Descriptions of material amendments to this Agreement will be posted in advance on the Bank website and mobile application. You may review the current Agreement at any time at our Disclosures page.

## **1. User Responsibilities:**

### **Eligibility:**

In order to use the Service, you must register to receive a valid login. To open an Account through the Service, you may have to be affiliated with an institution of higher education currently under contract with the Bank. Additionally, 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. You agree to use the Service for personal use only.

### **No Multiple Accounts:**

Should you register for more than one access to the Service, the Bank reserves the right to terminate your access and will restrict you from the system going forward.

### **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, the Bank has the right to terminate your use of the Service and the Bank, its agents, suppliers, 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 the Bank, 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 Bank website, or mobile application or any of the services offered therein for any unlawful or fraudulent activity. If the Bank 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 the Bank to investigate any suspected unlawful, fraudulent or improper activity. You agree not to impersonate a Bank User or a Bank representative, or to request that a Bank 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 the Bank in electronic form. Electronic Communications may be posted on pages within the Bank website or mobile application 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

Communications. The Bank 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 the Bank of your decision to do so by contacting us in writing. If you revoke your consent to receive Communications electronically, the Bank may terminate your right to use the Service.

**Other Communications:**

You consent to and authorize the Bank and its service providers, including the Bank, to contact you via autodialer to inform you that you have a refund available or a negative account balance. You may withdraw your consent at any time.

**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, the Bank will not be liable for any undelivered email communications or any costs you incur for maintaining Internet access and an email account. You have an AFFIRMATIVE OBLIGATION to provide the Bank with correct information, including an operational email address, and to notify the Bank promptly as to any changes or cancellations of any and information, such as email addresses you provide to the Bank. Failure to provide the Bank with current information, including a working and functional email address for personal use, and/or failure to update the Bank about a change or cancellation of any of your information, or if the Bank has reason to believe that either has occurred, may result in suspension of your access to the Service or other measures deemed appropriate by the Bank. The Bank 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. If you are affiliated with a college or university or other program sponsoring entity, you agree that the Bank may share your contact information, such as email and mailing address, with that entity.

**Passwords:**

You may not reveal your account password(s) to anyone else, nor may you use anyone else's password. The Bank 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 the Bank. At any time, the Bank 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 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.

**Security Interest; the Bank's Right to Setoff:**

To secure your performance of this Agreement, you grant to the Bank a lien on and security interest in any account opened or registered through the Service. In addition, you acknowledge that the Bank may setoff against any accounts you own for any obligation you owe the Bank at any time and for any reason allowed by law. The

Bank may consider this Agreement as your consent to the Bank's 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: Legal, First Carolina Bank, 171 North Winstead Avenue, Rocky Mount, NC 27804 (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 form Notice and a form to initiate arbitration from here: [Arbitration Forms](#)

(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), 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 North Carolina.

**2. Rights, Obligations and Disclaimers of the Bank:**

**Privacy:**

We take the privacy of your personal information very seriously. Please review the Bank [Privacy Policy](#) for more information.

**Processing:**

The Bank 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:**

The Bank, 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. To the extent your Account has a negative balance for a period of up to 60 calendar days your Account will be closed, you will continue to be responsible for paying the amount of your negative balance. Outstanding balances may be referred to collections, and we may report account information to ChexSystems. This could have a negative impact on your ability to bank in the future. The Bank, 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. The Bank, 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. The Bank 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:**

The Bank, in its sole discretion, reserves the right to terminate this Agreement, access to its website and mobile application, or 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. The Bank does not warranty the completeness, accuracy or timeliness of the information displayed through the Service. The Service may be unavailable from time to time, at the Bank's sole discretion.
- b. The Bank 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 or the Bank website and mobile application 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 the Bank 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 the Bank 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 or the Bank website and mobile application, even if the Bank has been advised of the possibility of such damages. In no event shall the Bank 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 Bank website or mobile application 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 of any adverse effects to your account caused by any Spam Block programs or Firewalls that may prohibit email communications and/or account information access available through the Internet.

The Service accessible through the Bank website and mobile application 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 Bank 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).

**Security Features:**

The Bank strongly suggests that you use a web browser with 128-bit encryption. For more information, please visit our [Security Policy](#). However, regardless of whether you use a web browser with security features, the Bank is unable to guarantee that data transmitted is secure and/or will not be intercepted by third parties.



## Account Terms and Conditions and Related Disclosures

### 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 checking account or savings account you have opened ("Account") issued by First Carolina Bank and its wholly owned subsidiary BM Technologies, Inc. This Agreement is by and between the account holder and First Carolina Bank and its wholly owned subsidiary BM Technologies, Inc. (the Bank). In this Agreement, the words "we," "our," or "us" mean the Bank, 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 [Web and Mobile Services User Agreement](#), and any other information we may provide to you from time to time on the Bank website or mobile application. 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](#)

[First Carolina Bank Privacy Policy](#)

### 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.

### Privacy:

You have had an opportunity to review, download or print the [First Carolina Bank Privacy Policy](#) 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. However, if the change expedites the availability of funds, 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.

### 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 Bank website or mobile application, 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 Bank website or mobile application to the extent permitted by law.

#### **Mobile Alerts Terms and Conditions:**

The Bank requires you to provide a mobile phone number capable of sending and receiving text messages (SMS). One unique mobile phone number per person. If you do not have a mobile phone number on file, your access to bill pay, p2p transfers, regular transfer and wires may be impacted.

The Bank's alerting service allows you to receive messages about your Accounts and/or your refunds. This service also allows you to securely access your account using your mobile phone as part of multi-factor authentication. You may receive alerts via mobile phone subject to the terms and conditions of your mobile service provider. You are responsible for any fees imposed by your service provider.

Alerts will go into effect after you confirm your mobile phone number and specify which alerts you wish to receive. Alert options are subject to change without prior notice. Message frequency varies based on usage and preference. **To opt out text STOP to 23951 or remove the mobile number from your profile. For help text HELP to 23951. Message and data rates may apply, please see your mobile service provider for details.**

You accept that each alert may not be encrypted and may include your name and information pertaining to your Accounts and refunds. 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 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 Accounts.

We do not guarantee the delivery of alerts. The Bank its affiliates, and mobile service providers 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.

The Bank 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 service 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.

#### **Contacting Us:**

By US Mail: First Carolina Bank, 171 North Winstead Avenue, Rocky Mount, NC 27804

By Toll-free Telephone: 1-877-327-9515

By Internet: [firstcarolinabank.com](http://firstcarolinabank.com)

**Other Communications:**

You consent to and authorize the Bank to contact you via autodialer to inform you of information regarding your Account, including but not limited to the fact that you have a refund available or a negative account balance.

**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 Bank website, mobile application 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 128-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 Bank website or mobile application 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 or other payment order presented for payment after we close your Account. We will send 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 a negative balance for a period of up to 60 calendar days, your Account will be closed, and you will continue to be responsible for paying the amount of your negative balance. Outstanding balances may be referred to

collections and we may report account information to ChexSystems. This could have a negative impact on your ability to bank in the future.

**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. Any funds sent to you by another User before you open your Account may be held for your benefit in escrow and then released upon Account opening and will be subject to the same availability rules, as if your account had been open at the time the funds were sent. 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:**

We do not accept cash deposits through the mail. In the event that cash deposits are received, the cash will be returned to you at your primary address on file. We are not liable for any deposits, including cash, lost in the mail, lost in transit or not received by us.

**Early Payroll Direct Deposits:**

Funds from payroll-related direct deposits may be made available up to two days early. Early access to payroll deposits applies to the direct deposit of funds from your employer. Employer direct deposits vary and, as a result, it is not possible to guarantee early access to your pay. Factors that will affect this include the sender's deposit description used and the timing of their submission of deposit. In order to provide this service, we generally post such deposits on the business day we receive notice that the deposit is scheduled, which may be up to two (2) business days earlier than the payer's scheduled payment date. In general, benefit checks (direct deposit or otherwise) from the federal or state government will not be eligible for early access based on the parameters we use. As an example, benefits that generally would not receive early access include but are not limited to unemployment, retirement, pension, civil service, railroad retirement and veteran's payments.

**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:**

Mailed deposits- 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 1.5-inch endorsement area on the backside of the item. The endorsement area is at the trailing edge of the item directly behind where "Pay to the Order of" is printed. The remaining area on the back of the item may not contain any preprinted, stamped, or handwritten information. If you fail to do this, and we accept the check, 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.

Mobile check deposit- 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 1.5-inch endorsement area on the back side of the item. The endorsement area is at the trailing edge of the check directly behind where "Pay to the Order of" is printed. 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" or "For Mobile Deposit Only" for mobile checks deposited. We may reject any mobile check you deposit that does not have this restrictive endorsement. If you fail to do this, and we accept the check, 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 the Bank, 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. Check writing is prohibited on the savings account. Any checks presented on the savings account will not be honored.

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 the 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 ChexSystems.

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

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 anytime without notice to you.

We reserve the right at anytime to require that you give us at least seven (7) calendar days' notice before you withdraw funds from a savings account. Although we usually pay withdrawals without notice on these accounts, doing so does not mean that we give up that right.

#### **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 ACH 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. Wire transfer services and ACH processing shall be provided by third party financial institutions. Wire transfer services are not available for all account products. See your applicable Fee Schedule for further details.

#### **Cash Deposit via Reload @ the Register™ or Rapid Reload™**

You may use these services to add funds to your checking account by asking the cashier to add cash directly to your Bank Debit Mastercard card. A retail service fee of \$4.95 or less is charged per deposit by the corresponding retailer as set forth in the Fee Schedule.

#### **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 confirming the order within 14 days of an oral notification. 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 order to be effective until you have received confirmation of such.

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, ACH transaction, or recurring debit card transaction, 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, ACH transaction, or recurring debit card transaction is not described with absolute accuracy and certainty as to all details, especially the amount of said check, ACH transaction, or

recurring debit card transaction.

**Checks:**

To place a stop payment order on a single check or a range of checks, we require the Account number and Check number(s). We may also require the reason for the stop payment order or other information.

A stop payment order on a check generally expires after 180 days. 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 180 days, 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 180 days a request to cancel the order 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 order 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 or is canceled in writing, we may pay the check.

**ACH Transactions:**

To place a stop payment on a single or recurring ACH transaction, we require the merchant name, ACH amount and reason. If you give us the wrong ACH transaction amount (even one penny off) or the wrong merchant name, we may pay the ACH transaction. We may use only a portion of the required information to identify the ACH transaction to perform the stop payment. In order to stop a preauthorized electronic fund transfer, you must notify us at least three business days before the scheduled date of the transfer.

An ACH stop payment order does not expire. If the stop payment order is for a single ACH transaction, the stop payment order will be removed once the first instance of the transaction is stopped. If you would like to cancel the order a request to cancel the order 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 transaction is drawn is closed.

If an ACH transaction is presented to us after the order is canceled in writing, we may pay the ACH transaction.

**Recurring Debit Card Transactions:**

To place a stop payment on a recurring debit card transaction, we require the merchant name, transaction amount, and reason. A recurring debit card transaction can only be stopped if at least 1 transaction from this merchant has posted to your Account. If you give us the wrong transaction amount (even one penny off) or the wrong merchant name, we may pay the recurring debit card transaction. We may use only a portion of the required information to identify the recurring debit card transaction to perform the stop payment. In order to stop a preauthorized electronic fund transfer, you must notify us at least three business days before the scheduled date of the transfer.

A recurring debit card transaction stop payment order will expire after 3 years from the date the stop is placed. 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 debit card is drawn is closed.

If a recurring debit card transaction is presented to us after the order is canceled in writing, we may pay the recurring debit card transaction.

**Statements:**

You agree to examine and reconcile your statement of Account within 30 days of its posting on the Bank website or mobile application through which you access this Account. If you discover (or reasonably should have discovered) any unauthorized payments or alterations, 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 online or by calling 1-877-327-9515. Statements in electronic format will be made available at the Bank website and mobile application during each month in which a transaction occurs.

If you fail to do 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.

#### **BankMobile Savings Account:**

In order to qualify for a BankMobile Savings Account, you must have a BankMobile Checking Account.

An interest rate of 0.50% will be paid for average daily balances up to \$15,000 with an Annual Percentage Yield (APY) of 0.50%; average daily balances greater than \$15,000 will earn a 0.01% interest rate only for that portion of the average daily balance that is greater than \$15,000. The annual percentage yield for this tier will range from 0.50% to 0.38% depending on the balance in the account (calculation based on a \$20,000.00 average daily balance).

Interest rates and APY are variable and may change at any time at our discretion without notice. 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 account is closed before interest is credited, any accrued interest will not be paid. Mobile deposits are subject to verification and not available for immediate withdrawal.

#### **Interest:**

##### **In order to qualify for interest, BankMobile Checking Account holders must:**

- Make Qualifying Deposits totaling \$300.00 or more per statement cycle

Qualifying Deposits include direct deposit, transfers from external bank accounts, check deposits, point-of-sale deposits and cash deposits such as those made via Green Dot® Reload @ the Register™. Financial aid refunds or other refunds issued by your school, interest earned on your account, promotional credits such as cash back rewards, internal account transfers, fee waivers, fee credits, returned items or dispute credits are not eligible toward the \$300 in total deposits.

An interest rate of 0.50% will be paid for average daily balances up to \$1,000.99 with an Annual Percentage Yield (APY) of 0.50%. An interest rate of 0.01% will be paid only on the portion of the average daily balance that is greater than \$1,000.99 resulting in an Annual Percentage Yield (APY) range of 0.50% to 0.06%, depending on the balance in the account, assuming a maximum average daily balance of \$10,000.00.

##### **In order to qualify for interest, BankMobile Interest Bearing Checking Account holders must:**

- Be unenrolled or a re-enrolled student and
- Make Qualifying Deposits totaling \$300.00 or more per statement cycle

Qualifying Deposits include direct deposit, transfers from external bank accounts, check deposits, point-of-sale deposits and cash deposits such as those made via Green Dot® Reload @ the Register™.



Financial aid refunds or other refunds issued by your school, interest earned on your account, promotional credits such as cash back rewards, internal account transfers, fee waivers, fee credits, returned items or dispute credits are not eligible toward the \$300.00 in total deposits.

An interest rate of 0.50% will be paid for average daily balances up to \$1,000.99 with an Annual Percentage Yield (APY) of 0.50%. An interest rate of 0.02% will be paid only on the portion of the average daily balances that are greater than \$1,000.99 up to \$15,000.99, resulting in an Annual Percentage Yield (APY) range of 0.50% to 0.05%, depending on the balance in the account. An interest rate of 0.01% will be paid on the portion of the average daily balance that is greater than \$15,000.99 resulting in an Annual Percentage Yield (APY) range of 0.05% to 0.04%, depending on the balance in the account, assuming a maximum average daily balance of \$20,000.00.

Interest rates and APY are variable and may change at our discretion at any time without notice. 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 statement cycle date, we will determine the qualifying posted transactions and we will use the average ledger balance for the statement cycle to calculate the interest on your account. If your account is closed before interest is credited, any accrued interest will not be paid. Mobile deposits are subject to verification and not available for immediate withdrawal.

The Bank partners with schools to distribute financial aid refunds. Through these partnerships, schools provide the Bank with your student enrollment status monthly, which is used to determine your eligibility for interest rates and other products. If your school indicates to us that you are currently enrolled with them, you will be considered to be an "Enrolled Student" for the purposes of any account you have with us that is also associated with the reporting school. If a school does not report you as being currently enrolled with them, you will be considered to be an "Unenrolled Student" for the purposes of any account you have with us that is also associated with the reporting school. If you have a BankMobile Checking Account and you become an "Unenrolled Student", you will be moved to the BankMobile Interest Bearing Checking Account. Similarly, if your school no longer delivers refunds with BankMobile Disbursements or if you enroll with another school which does not deliver refunds with BankMobile Disbursements, your enrollment status will become "Unenrolled Student" and you will be moved to the BankMobile Interest Bearing Checking Account. When you become an "Unenrolled Student" for the first time, you will be moved to this account and, if you have Qualifying Deposits totaling \$300.00 or more per statement cycle, you will earn interest. If you do not have Qualifying Deposits totaling \$300.00 or more per statement cycle, you will not earn interest. Should your student enrollment status change at any time from an "Unenrolled Student" back to an "Enrolled Student", you will continue to remain in the BankMobile Interest Bearing Checking Account subject to its terms and conditions.

To check your rates, you can always refer to the interest information on your Fee Schedule or login to your account and refer to your account summary page. The Bank will notify you by email if your BankMobile Checking Account is moved to the BankMobile Interest Bearing Checking Account as a result of an enrollment status change.

#### **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 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 you failed to certify with 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 12 months. Transactional activity includes using your debit card to make a purchase or to perform a balance inquiry at an ATM, 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 the Bank 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: Legal, First Carolina Bank, 171 North Winstead Avenue, Rocky Mount, NC 27804 (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 form Notice and a form to initiate arbitration from here: [Arbitration Forms](#)

(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), 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 North Carolina.

**Indemnification:**

You agree to indemnify and hold us 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.

The Monthly Service Fee is \$2.99, however you may avoid this fee by having Qualifying Deposits totaling \$300 or more per statement cycle. Qualifying Deposits include direct deposit, transfers from external bank accounts, check deposits, point-of-sale deposits and cash deposits such as those made via Green Dot® Reload @ the Register™. Financial aid refunds or other refunds issued by your school, interest earned on your account, promotional credits, such as cash back rewards, internal account transfers, fee waivers, fee credits, returned items or dispute credits are not eligible toward the \$300 total deposits. The Monthly Service Fee will only reduce your account to a zero balance, which may result in you being charged less than \$2.99 per statement cycle. The Monthly Service Fee varies and will not be assessed to accounts affiliated with our partner schools located in the state of Washington or those affiliated with South Carolina Technical College System. Log in to see the fees associated with your account.

**Telephone Banking:**

You may access your account with agent assistance 7 days a week from 8 a.m. to 11 p.m. ET, at 1-877-327-9515 in order to:

1. Get help with the website.
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.

Additionally, you may access your account without agent assistance to get the balance information 24 hours a day at 1-877-327-9515.

**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 Us:**

By US Mail: First Carolina Bank, 171 North Winstead Avenue, Rocky Mount, NC 27804

By Toll-free Telephone: 1-877-327-9515

By Internet: [firstcarolinabank.com](http://firstcarolinabank.com)

## **FUNDS AVAILABILITY POLICY 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 Transfer Money and outgoing external transfers is 4 p.m. ET. The cutoff time for incoming wires is 6 p.m. ET. The cutoff time for mobile check deposit and debit card deposit is 7 p.m. ET. The cutoff time for ACH direct deposits and Green Dot(R) Reload @ the Register™ 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, such as Financial Aid Refund or direct deposit payroll.
- Funds from electronic direct deposits
- Funds from ACH deposits
- Green Dot Reload @ the Register
- Wire transfers

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

Mailed 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 First Carolina 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

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

#### **Other Mailed Check Deposits**

Our policy is to make the funds from other checks you mail to us that are ineligible for next business day availability available as follows:

The first \$275 of total checks received by mail and deposited for the day 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 deposit.

Mobile check deposits are subject to the provisions under the **Mobile check deposit Terms and Conditions section below.**

### **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.

### **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 the end 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 \$6,725 on any one day.
- 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 7<sup>th</sup> 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.

## **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 enrolling for those services. This disclosure does not change or modify this Agreement and it is not a contract.

### **Business Days:**

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

### **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 checking account and savings account. You may

transfer funds to other BankMobile Checking Account holders (\$500 daily/\$5,000 monthly limits). You may originate outgoing external transfers. Certain limits may be imposed on the amount and frequency of outgoing external transfers, or they may be altogether prohibited. These limits may change at our discretion, may be implemented without prior notice, and are not disclosed in detail for security reasons.

### **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 on your check as well as on a deposit or withdrawal slip. 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 \$550.00 per day).
2. Get the Account balance of your Account (some of these services may not be available at all terminals).

Note: If you obtain cash from a bank teller, that bank may charge a fee. This fee is a third party fee and is not assessed by us.

If you use a non-First Carolina Bank ATM or non-Allpoint® Network ATM for a withdrawal, we will charge you a fee.

ATMs may be added to or removed from the Allpoint network any time. Allpoint ATMs may not be available 24 hours a day, 7 days a week. The location, availability, and hours of operation may vary by merchant and is subject to change. The Allpoint network is generally updated on a weekly basis and it may take up to one additional week for the [Allpoint locator](#) to reflect recently added or removed ATMs. As a result, we encourage you to check the [Allpoint locator](#) frequently and before visiting an ATM to determine the closest in-network ATM.

We also encourage you to check the ATM itself for any disclosed fees before withdrawing money. If you use a non-Allpoint Network ATM for a withdrawal, you may also be charged a fee by the ATM owner/operator, even if you do not complete a withdrawal. You may also be charged a fee for a balance inquiry even if you do not complete a fund transfer. This ATM fee is a third-party fee amount assessed by the individual ATM operator and is not assessed by us. If you believe that we have incorrectly charged you a fee, you may file a fee waiver claim by logging in, clicking the FAQs logo in the header and then the "Email Support Team" tab.

### **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 \$2,550.00 in POS Transactions per day with the Debit Mastercard® (PIN-based transactions may not exceed \$550.00).

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.

All vehicle rental transactions must be made in-person and you must select "debit" and use your PIN (4 digits). These transactions will be limited to \$550.00, as noted above. If you select "credit", which requires your signature, (or if a merchant's system defaults to "credit") the transaction will be declined. Some merchants may choose not to accept PIN-based transactions in which case you may be unable to use your BankMobile Debit Mastercard® Card to reserve or pay for a vehicle rental reservation with those companies. If you choose to use your digital wallet as your payment method (Apple Pay®, Google Pay™ or Samsung Pay), the transaction will also be declined. Online/e-commerce transactions are not supported for transactions that require your PIN.

### **Holds at Automatic Fuel Dispensers (AFD)**

Automated fuel dispenser (pay-at-the-pump) transactions at gas station merchants may result in temporary authorizations for amounts greater than the actual purchase amount. This difference in authorization hold is due to the actual amount being unknown when the request is submitted. In allowance with Mastercard® guidelines, the amount we may temporarily hold when you swipe your debit card at the pump will be \$50.00 (even if your purchase is less than \$50.00). This may decrease your available balance for a brief amount of time – typically one hour. Note, these holds apply to swiped pay-at-the-pump transactions. Holds will not apply to payments made via cashier. To avoid a temporary hold, we recommend pre-paying inside.

### **Internet Banking**

You may access your Account by computer with your user ID and Password and internet access to [bankmobile.com/checking-and-savings](https://bankmobile.com/checking-and-savings) to:

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. Place a wire transfer request.
8. Request a Transfer Money from an account you own at another Financial Institution
9. Requests 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 separate [Fee Schedule](#) for additional information about fees.

### **ATM Operator/Network Fees**

When you use a non-First Carolina Bank ATM or non-Allpoint Network ATM for a withdrawal, we will charge you a fee.

ATMs may be added to or removed from the Allpoint network any time. Allpoint ATMs may not be available 24 hours a day, 7 days a week. The location, availability, and hours of operation may vary by merchant and is subject to change. The Allpoint network is generally updated on a weekly basis and it may take up to one additional week for the [Allpoint locator](#) to reflect recently added or removed ATMs. As a result, we encourage you to check the [Allpoint locator](#) frequently and before visiting an ATM to determine the closest in-network ATM.

We also encourage you to check the ATM itself for any disclosed fees before withdrawing money. If you use a non-Allpoint Network ATM for a withdrawal, you may also be charged a fee by the ATM owner/operator, even if you do not complete a withdrawal. You may also be charged a fee for a balance inquiry even if you do not complete a fund transfer. This ATM fee is a third-party fee amount assessed by the individual ATM operator and is not assessed by us. If you believe that we have incorrectly charged you a fee, you may file a fee waiver claim by logging in, clicking the FAQs logo in the header and then the "Email Support Team" tab.

### **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.

### **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 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 at the website, through or mobile application telephone number or address listed in this disclosure in time for us to receive your request three business days or more 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 [bankmobile.com/checking-and-savings](https://bankmobile.com/checking-and-savings) or the mobile application. If you may also receive a printed history of your Account by calling 1-877-327-9515 or through the website at [bankmobile.com/checking-and-savings](https://bankmobile.com/checking-and-savings) or the mobile application.

**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 us at 1-877-327-9515 7 days a week from 8 a.m. to 11 p.m. ET 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 through the website 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 via the website or the telephone number or address listed in this Agreement. 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 1-877-327-9515 or write us at First Carolina Bank, Attn: Disputes, First Carolina Bank, 171 North Winstead Avenue, Rocky Mount, NC 27804. 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 in writing within 10 business days. We will tell you the results of our investigation within 10 business days (or 20 business days for a new account) after we hear from you and will correct any error promptly. If our investigation takes longer than 10 business days (or 20 business days, as applicable), we will credit your Account with any amount you believe to be in error, unless we do not receive your written complaint within 10 business days. In any event, we will investigate and correct any error which has occurred no later than 45 days after you have first contacted us. We may take up to 90 days to investigate your complaint for errors involving new accounts, point-of-sale, or foreign-initiated transactions. We will notify you the results within 3 business days after completing our investigation, and if we conclude that no error has occurred, we will send an explanation to you. 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. You may ask for copies of the documents that we used in our investigation.

**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 US Mail: First Carolina Bank, 171 North Winstead Avenue, Rocky Mount, NC 27804

By Toll-free Telephone: 1-877-327-9515

By Internet: [firstcarolinabank.com/](http://firstcarolinabank.com/)

### **Mastercard® Automatic Billing Updater Program**

Your BankMobile Debit Mastercard® card is enabled with Mastercard Automatic Billing Updater (ABU). Mastercard requires that all financial institutions issuing credit and debit cards participate in this program. ABU is a service that participating merchants can use to retrieve cardholder account changes, like new debit card numbers. ABU will automatically and securely send your updated card number and expiration date to participating merchants that you have a relationship with when your replacement debit card is activated. Such merchants may include fitness clubs, online stores and online services etc., with whom you have set up automatic payments or have your card number stored for easy payment processing. The service reduces the chance of service disruptions on recurring debit card transactions when cards on file with a merchant change or expire. You should contact your merchant when there is a change to confirm as not all merchants participate in ABU. There is no charge for this service. To participate in this service, no action is necessary as all BankMobile Debit Mastercard® cards will be enrolled in ABU automatically, unless you request to opt-out your debit card from this service. To opt-out of ABU, please complete [this form](#) in its entirety for each applicable card. Retain a copy for your records and send the completed form by mail to the address below:

First Carolina Bank  
171 North Winstead Avenue  
Rocky Mount, NC 27804  
Attn: Banking Operations / ABU Opt-Out

To opt out electronically, log into your account, navigate to the FAQ section and email the Support Team.

Please allow 1 business day for the processing of your Opt-Out request. You should receive a confirmation via email once the opt-out has been successfully completed.

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

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 the Bank ("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 Recipient statement for which the payment is due. It is not the late date or grace period.

"Recipient" 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 Recipient.

"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 Recipient. Scheduled payments submitted before 1 p.m. ET on any given Business Day, will be processed on the same Business Day. Payments submitted after 1 p.m. ET will be processed on the next Business Day.

Your first payment to a Recipient may be made by paper check. This applies to new Recipients as well as Recipients you have paid before and include one-time and recurring payments. After the first payment you will be able to determine if future payments to the Recipient 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 Recipient, 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 \$250,000.

**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 Recipients 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 Recipients 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 Recipient 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 Recipient; 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 Recipient 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 Recipient 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 Recipient. 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 Recipients 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 Recipient to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Recipient 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 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 North Carolina 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 Us:**

By US Mail: First Carolina Bank, 171 North Winstead Avenue, Rocky Mount, NC 27804

By Toll-free Telephone: 1-877-327-9515

By Internet: [firstcarolinabank.com](http://firstcarolinabank.com)

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

### **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:

First Carolina Bank  
171 North Winstead Avenue  
Rocky Mount, NC 27804

Tel. 1-877-327-9515

Or, contact us via email by logging in to your account and clicking on the "FAQs" link.

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**



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 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 12 or later	Must have at least a 3.2 megapixel rear-facing camera.
Android® Version 5.0 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. Item(s) deposited through mobile check deposit are not considered "checks" under the Expedited Funds Availability Act and Regulation CC for funds availability purposes.

"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 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. We reserve 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 the Bank 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" or "For Mobile 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:**

The Bank places daily limits on the dollar amounts of mobile check deposits that you originate through the Service. The aggregate amount of daily mobile check deposits may be limited to as little as \$500 or as much as \$3,000 under certain circumstances. These limits may change at our discretion, may be implemented without prior notice, and are not disclosed in detail for security reasons. If you attempt to initiate a deposit in excess of these limits, we may, at our sole discretion, reject your deposit(s) until your limits are no longer exceeded. If your deposit is rejected because you have exceeded your applicable deposit limits, you may also mail your deposit to us. 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 open and your identity verified.

**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 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 the Bank of any suspected errors regarding Items deposited through the Service immediately, but in no event later than 60 days after the applicable Account statement is made available. Unless you notify the Bank 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 the Bank'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 through mobile check deposit will be available on the 4th business day after the date of deposit, unless longer holds apply. We also may accelerate funds availability such as making the first \$225 of your deposits available the first business day after the day of deposit, based on factors such as the length of your relationship with us, transaction and experience information, account history and such other factors as the Bank, in its sole discretion, deems relevant. If we decide to accelerate availability of funds, we will not be obligated to do so at other times. Longer holds may apply based on circumstances including, but not limited to:

- We believe a check you deposit will not be paid.
- You have overdrawn your Account repeatedly in the last six months.

- There is an emergency, such as failure of computer or communication equipment.

**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" or "For Mobile Deposit Only".
8. All of the warranties set forth in Section 4-207 of the Uniform Commercial Code as adopted in the State of North Carolina.
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; (ix) considered to be a Traveler's Check; or (x) 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.

THE 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. THE BANK SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE

DAMAGES. YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED BY THE BANK ON AN "AS IS" BASIS, AND THAT YOU USE IT AT YOUR SOLE RISK.

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, NEITHER THE BANK 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 North Carolina. 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.*

## **Cash Back Terms and Conditions**

These terms shall be part of the Account Terms and Conditions and shall apply to any use of the Cash Back program ("Program") offered by the Bank through its Program that allows you to earn and redeem cash back in connection with your BankMobile debit card, as provided in these Terms and Conditions. Please read these Terms and Conditions carefully and keep them with your records. By participating in the Program, you agree to these Terms and Conditions, as they may be modified from time to time in our sole discretion. These Terms and Conditions govern the Program but do not replace or modify other agreements governing your BankMobile debit card associated with your BankMobile checking account. This Program and these Terms and Conditions are subject to all applicable federal, state and local laws. This Program and these Terms and Conditions are void where prohibited by federal, state, or local law, and cash back may be restricted by federal, state, or local law.

**1. Cash Back Offers:**

The Program provides promotional offers to BankMobile Checking Account customers on the cash back Offers page of the BankMobile mobile app or web app. The cash back offers allow BankMobile Checking Account customers to earn cash back, provided in the form of credits to their BankMobile Checking Account. Not all customers will have the same cash back offers available to them, and the Bank does not guarantee or represent that customers will always have cash back offers available. If you are eligible for the cash back offers and the feature is enabled, there is no activation required for individual cash back offers, and there is no limitation to the number of cash back offers you may participate in. The use of this feature is subject to the terms in the Eligibility section, which are included below. Cash back offers will be available for specific transactions made with your BankMobile debit card at participating merchants.

The availability and terms of cash back offers may vary and are subject to change at any time without prior notice.

### **Earning Cash Back:**

Cash back is earned when a "qualifying transaction" has been posted to your BankMobile Checking Account while the Offers feature is enabled. Qualifying transactions will be determined from the authorization date of the transaction. The authorization date must be before the expiration date of the applicable cash back offer. Authorization date ("authorized", "authorization" and "authorize") means that the issuer has confirmed funds availability and approved the transaction. Authorization does not always occur on the date the transaction was posted by the merchant as final.

A "qualifying transaction" in this context is a purchase of goods or services at specific participating merchants pursuant to the applicable offer terms made through use of the debit card, whether you use the physical card, the card numbers (as with a "card not present" transaction on the Internet), or digital wallet (Apple Pay®, Google Pay™ or Samsung Pay). Qualifying transactions must meet the criteria outlined in the specific cash back offer terms, including minimum purchase requirements, eligible categories, expiration dates, and any other conditions, as displayed on the BankMobile mobile app or web app. The terms of each cash back offer, whether it is a percentage or dollar amount, may vary by merchant.

Cash back earned will be calculated based on the terms of each offer and credited to your BankMobile Checking Account within ninety (90) calendar days from the time the qualifying transaction has been posted to your BankMobile Checking Account. Cash back earned through the Program will be credited to your BankMobile Checking Account associated with your debit card. No action is necessary to redeem your earned cash back credit.

The cash back offers under the Program apply only to your BankMobile debit card and the associated BankMobile Checking Account. If you have other debit cards associated with other deposit or checking accounts that you may have with the Bank, they are not part of the Program and any transactions on such account(s) are not eligible transactions and do not qualify for cash back offers under the Program. The Program only applies to BankMobile debit cards offered by the Bank. The Program also does not apply to credit card, if any, that you may have with the Bank.

### **1. Eligibility:**

The cash back offers feature is available to all BankMobile Checking Account customers provided that the customer meets the eligibility requirements set forth below.

- a. The cash back offers feature will become enabled within twenty-four (24) hours from the time that the following conditions are met:

1. Your BankMobile Checking Account has been funded at least one (1) time since the date it was opened.
  2. At least one (1) eligible transaction has been posted to your BankMobile Checking Account within sixty (60) calendar days.
- b. To remain eligible, the following condition must be met:
1. At least one (1) eligible transaction has been posted to your BankMobile Checking Account once every sixty (60) calendar days.

If these requirements are not met, access to the cash back offers feature will be automatically disabled. Any pending cash back from previous qualifying transactions will still be credited to your BankMobile Checking Account.

The Bank reserves the right to determine and adjust your eligibility for the cash back feature according to these terms.

Any transactions made prior to the feature becoming enabled will not count as a qualifying transaction for cash back.

An "eligible transaction" in this context is a purchase of goods or services made through use of the debit card, whether you use the physical card, the card numbers (as with a "card not present" transaction on the Internet), or digital wallet (Apple Pay®, Google Pay™ or Samsung Pay).

Eligible transactions do not include, without limitation, the following:

- c. Transactions at ATMs, including but not limited to cash withdrawals.
- d. Over-the-counter cash withdrawals that do not include a purchase.
- e. Cash advances on your debit card.
- f. Transfers from debit card via external peer-to-peer (P2P) transfer services, including, but not limited to, PayPal®, Venmo®, Cash App®, Zelle®, and Apple Cash® or similar services.
- g. Credits to your debit card (for example, a refund or return).
- h. ACH debits from merchants, utility service providers, and other financial institutions.
- i. ACH transfers from the BankMobile Checking Account to another bank account you own made using the BankMobile mobile app or web app.
- j. Transfers or withdrawals from the BankMobile Checking Account.
- k. Purchase authorizations, pending purchases, or holds that have not yet been posted to your BankMobile Checking Account.

## **2. Enable/Disable:**

From the Offers Dashboard, Offers Menu, you will have the ability to manually “Enable” or “Disable” the feature. Qualifying transactions will only be recognized when the cash back Offers feature is “Enabled.” The determination of a qualifying transaction is not immediate. If you disable the feature prior to receiving notification of earned cash back, you will forfeit the cash back associated with the qualifying transaction(s) made prior to disabling the feature.

### **3. Limitations and Exclusions:**

- l. The Bank reserves the right to limit or exclude certain transactions or merchants from eligibility for the cash back offers feature at its sole discretion.
- m. In the event that an advertised offer becomes unavailable or changes, the Bank will not be held responsible for providing the corresponding cash back for any transaction that has an authorization date after the time of these changes.
- n. Cash back may not be earned on certain types of transactions, without limitation, the following:
  - i. Transactions at ATMs, including but not limited to cash withdrawals.
  - ii. Over-the-counter cash withdrawals that do not include a purchase.
  - iii. Cash advances on your debit card.
  - iv. Transfers from debit card via external peer-to-peer (P2P) transfer services, including, but not limited to, PayPal®, Venmo®, Cash App®, Zelle®, and Apple Cash® or similar services.
  - v. Credits to your debit card (for example a refund or return).
  - vi. ACH debits from merchants, utility service providers, and other financial institutions.
  - vii. ACH transfers from the BankMobile Checking Account to another bank account you own made using the BankMobile mobile app or web app.
  - viii. Transfers or withdrawals from the BankMobile Checking Account.
  - ix. Purchase authorizations, pending purchases, or holds that have not yet been posted to your BankMobile Checking Account.
- o. The Bank reserves the right to cancel, suspend, or modify the cash back offers feature or any offer at any time without prior notice.

### **4. General Terms:**

- p. The Bank reserves the right to disqualify any participant or void any cash back earned through the Program if it determines, in its sole discretion, that the participant has violated these Terms and Conditions or engaged in any fraudulent or abusive behavior.
- q. If you voluntarily close your BankMobile Checking Account, you will forfeit any pending cash back earned from qualifying transactions made prior to the voluntary account closure.

In the event that an account is involuntarily closed due to fraudulent activity where the account holder is a victim, the Bank will disburse any earned cash back that had not been credited prior to the involuntary account closure.

- r. If the account holder opens a new BankMobile Checking Account, the earned cash back will be automatically credited to the new account within ninety (90) calendar days from the time the qualifying transaction has been posted to your BankMobile Checking Account.



- s. If a new BankMobile Checking Account is not opened, the cash back will be returned via a check mailed to the address on file. In addition to the ninety (90) calendar days noted above, this process may take an additional ten (10) business days for the cash back to be returned through mail.

## **Schedule A**

### **End User License Agreement**

The 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:**

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