

TERRITORIAL SAVINGS BANK DISCLOSURES AND AGREEMENTS

Territorial Savings Bank E-Sign Act Disclosure and Agreement

By applying for and electronically submitting an application to sign up for Territorial Savings Bank's ("TSB", "us", "we" or "our") Mobile Banking Service and agreeing to use the Mobile Banking Service, you are affirmatively agreeing to receive certain documents identified below in electronic format and understand that you will not receive these same documents in paper or non-electronic form unless you specifically request it or withdraw your consent to receive documents electronically. You also affirmatively agree that you have the requisite hardware and software to view and receive the documents electronically. Your consent and agreement shall relate to all forms of disclosures and notices required under applicable law as a result of the various agreements between you and us, and shall remain valid until such time as you exercise your right to withdraw this consent.

By using the Mobile Banking Service, you agree to do the following: (1) you will check your e-mail regularly for notices from TSB; (2) you will provide accurate, current and truthful registration information and contact information (including your e-mail address) and that you will keep this contact information up-to-date with TSB; and (3) we may provide you with this Territorial Savings Bank E-Sign Act Disclosure and Agreement ("E-Sign Agreement") and any revisions and amendments in electronic form.

YOUR CONSENT TO RECEIVE CERTAIN CATEGORIES OF DOCUMENTS ELECTRONICALLY. By selecting the "I accept these Terms and Conditions" option and "Continue" button below, you: (1) acknowledge your receipt and agreement to this E-Sign Agreement; and (2) agree that we may provide in an electronic format all disclosures, notices, communications, terms and conditions and amendments thereof related to the Mobile Banking Service. You agree that TSB may provide the following categories of documents electronically to you:

1. Any contract for the provision of the Mobile Banking Service, including revisions and amendments;
2. Any disclosures and information regarding the Mobile Banking Service;
3. All account statements, including checking and savings accounts – currently only available in Online Banking;
4. All account disclosures, including checking and savings accounts;
5. Changes in any and all account terms, including checking and savings accounts;
6. Notice of fee changes;
7. Privacy notices; and
8. Transactions made through the Mobile Banking Service.

We will always post the most current version of this E-Sign Agreement for our Mobile Banking service on our website or within our Mobile Banking Service. We may also send an email through the Mobile Banking Service that tells you where disclosures or account statements can be viewed on our website. We may also send certain disclosures or notices as an email or message attachment.

YOUR RIGHT TO RECEIVE PAPER DOCUMENTS. Although you have elected to receive the documents identified in this E-Sign Agreement electronically, you do have the right to request and receive a paper copy of the documents. You may print the documents from the Mobile Banking Service or you may request a copy by contacting us. If you request a paper copy of the documents from us, we may charge you for the paper copies in accordance with our *TSB Fee Schedule*.

CONTACT US OF ANY CHANGE IN YOUR CONTACT INFORMATION. You agree that it is your responsibility to keep TSB informed of any change in your contact information, including your e-mail address.

YOU MAY WITHDRAW YOUR CONSENT. You may revoke your consent to electronically receive the documents related to the Mobile Banking Service at any time. If you elect to withdraw your consent, your ability to receive the documents electronically will be terminated. We may charge you a fee for providing

you with any paper copies of the documents related to the Mobile Banking Service in accordance with our Fee Schedule.

HARDWARE AND SOFTWARE REQUIREMENTS. Prior to accepting electronic delivery of disclosures, you should verify that you have the required hardware and software necessary to access and retain documents and disclosures in an electronic format. You will need:

- Internet access
- A mobile device and Internet browser that supports 128-bit encryption
- A printer connected to your mobile device to print disclosures
- A computer and Internet browser that supports 128-bit encryption
- Sufficient hard drive space or other media (e.g. USB drive or CD) if you plan to download and save disclosures in an electronic format
- A valid email address.

You must also have Adobe Acrobat Reader 7.0 or higher. To download a free copy of Adobe Acrobat Reader, please go to <http://www.adobe.com>.

CONTACT US. If you wish to withdraw consent to receive information and documents electronically, to terminate the Mobile Banking Service, to update your information such as change of address, or email address, please contact us at:

1. Via telephone during business hours:
(808) 946-1400
2. Via mail:
Territorial Savings Bank
Attention: Electronic Banking Services Department
P.O. Box 1481
Honolulu, HI 96806

You may also inform us in person by visiting any one of our branches.

Territorial Savings Bank Mobile Banking Disclosure and Agreement

Thank you for using **TSB** Mobile Banking combined with text messaging capabilities. By agreeing to use or using TSB Mobile Banking, you are agreeing to the terms and conditions contained in this TSB Mobile Banking Disclosure and Agreement (“Agreement”). **Message & Data rates may apply.** In case of questions please contact customer service at **808-946-1400** or email **ebank@territorialsavings.net**.

Definitions and Requirements

This section defines certain terms used in this Agreement and other supplemental disclosures and agreements related to the provision of online banking services, and includes provisions relevant to those terms:

“Account” may refer to an account or subaccount at TSB.

“AAI” means Additional Authentication Information, and refers to information that TSB may require you to provide to confirm your identity.

“Authorized Representative” refers to a person with authority with respect to the account.

“Business Account” means any account that is not established or used primarily for personal, family or household purposes. Sole proprietor accounts and accounts for entities (partnerships, LLCs, corporations, associations) are examples of Business Accounts. Certain Mobile Banking services may not be authorized for Business Accounts.

“Business Day” means Monday to Friday, except federal or bank holidays.

“Code” means your account Password, User ID, Personal Identification Number, ATM card, or other access code or access device (including ATM cards, debit cards, etc.).

“ISP” refers to your Internet Service Provider.

“Mobile Banking” is the Internet-based service providing access to your TSB account or to a linked account.

“Mobile Deposit System” is the service that allows you to deposit eligible checks to your TSB consumer checking account electronically through TSB’s Mobile Banking system.

“Password” is the member generated code selected by you for use during the initial log-in, or the codes you selected after the initial log-in, that establishes your connection to the Mobile Banking service.

“SMS” is a technology for sending short text messages between mobile devices, commonly known as texting.

“User ID” is the member generated code selected by you during the initial log-in (or that you select after your initial log-in) that establishes your connection to the Mobile Banking service.

“We”, “us”, “our”, “Territorial” or “TSB” refers to Territorial Savings Bank.

“You” or “your” refers to the owner of the Account, any authorized representative of the Account, and anyone to whom your Password, User ID, other Code or AAI is given.

Terms and Conditions

SMS Program. TSB offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to setup alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be on-going.

Message & Data rates may apply. You may opt out of this program at any time.

- Questions: You can contact us 808-946-1400, or email us at ebank@territorialsavings.net. We can answer any questions you have about the program.
- To Stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "**STOP**" to this number: 48179. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.
- By participating in Mobile Banking and Online Banking you are agreeing to the terms and conditions presented here.

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of TSB or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, TSB and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). TSB and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. TSB and its affiliates and service providers also reserve the right to monitor your use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by TSB (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of TSB or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious

characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose TSB, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party.

You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Additional Considerations. All of the terms and conditions for Mobile Banking shall be in addition to other terms and conditions applicable to other services offered by TSB. You represent to TSB and its service providers that (i) you are the legal owner of all of the accounts and other financial information which you will access through Mobile Banking, (ii) all information that you provide to TSB in connection with Mobile Banking is accurate and complete, and (iii) you are an authorized user of the device that you will use to access Mobile Banking.

In addition, you agree (i) to take every precaution to ensure the safety, security and integrity of the information used or obtained in connection with Mobile Banking, (ii) that TSB may rely on all communications from you and is not required to make further inquiry into the identity of the sender and you shall not dispute such reliance, (iii) that TSB is authorized to send SMS texts and other communications to your mobile device in connection with Mobile Banking, (iv) TSB shall not be responsible for any direct, indirect or consequential damages or losses arising from your use of Mobile Banking, and (v) to indemnify TSB and hold TSB harmless from and against any losses, damages, costs, legal fees, charges and expenses arising from your use of Mobile Banking. If the mobile device that you use to access Mobile Banking is either lost or stolen, then you agree to deactivate the phone through TSB's Online Banking Service.

Mobile Banking is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your account(s). The information contained within Mobile Banking and any related software is for informational purposes only. You understand and agree these services may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through Mobile Banking may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through Mobile Banking. Additionally, not all of the products, services or functionality described on the online banking site(s) or your online banking agreement are available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service or functionality at any time.

Information available via Mobile Banking, including balance, transfer and payment information, may differ from the information that is available directly through the Online Banking website, and vice versa. In addition, information may be described using different terminology (including capitalized terms used in the Agreement or on our Online Banking website) in Mobile Banking and Online Banking. The method of entering instructions via Mobile Banking may also differ from the method of entering instructions directly through the Online Banking website. Processing of payment and transfer instructions may take longer

through Mobile Banking. We are not responsible for such differences or delays, whether or not attributable to your use of Mobile Banking.

Additionally, you agree that neither we nor our service providers will be liable for any errors in the content of information obtained or transmitted through Mobile Banking, or for any actions taken in reliance thereon (including, but not limited to, the type of alerts and other preferences selected by you). You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider and data transfer charges. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store. Any losses or charges incurred through loss of mobile device or the safeguarding or failure to safeguard passwords will remain your responsibility.

TSB reserves the right to change this Agreement at any time. When material changes are made, we will notify you as required by applicable law. There are currently no fees being charged for Mobile Banking, but TSB reserves the right to impose a fee for Mobile Banking in the future. You are solely responsible for providing updated addresses as necessary. Any revisions to this Agreement shall become effective at the earliest date allowed by applicable law or regulation. In the event of any conflict between this Agreement and other terms and conditions related to your account(s) to which Mobile Banking and any related software may be applicable, this Agreement will prevail solely with respect to the conflicting provisions and solely to the extent of the conflict. Continued use of Mobile Banking and any related Software constitutes your agreement with and acceptance of this Agreement, as well as any future changes to this Agreement.

Security Procedures. You agree to the security procedures (“Security Procedures”) used by TSB in connection with the Mobile Deposit Services, as described below.

As part of the Security Procedures, TSB may employ various authentication technologies, including, but are not limited to, use of User IDs, Passwords and other AAI that TSB may require you to provide at TSB’s sole discretion.

You understand and agree that you will be responsible for maintaining security and control over your User ID, Password, and AAI, and shall use security for such items comparable to the security and control you would use for cash, but in no event less than reasonable security and control in the circumstances. No one at TSB has access to your Codes.

Additionally, you agree that neither TSB nor its service providers will be liable for any errors in the content of information obtained or transmitted through Mobile Banking, or for any actions taken in reliance on such information (including, but not limited to, the type of alerts and other preferences selected by you).

TSB will never contact you by email, telephone, mail or other type of correspondence and request your PIN or Password, username, or other Code. If you are contacted by anyone asking for your PIN, Password, username or other Code, you should refuse and immediately contact TSB.

If you have reason to believe that any Security Procedure has or may have become known by unauthorized persons, notify TSB immediately by telephone. Also log-in to TSB’s Online Banking Service and unenroll from TSB’s Mobile Banking Service. You will be solely liable for all transactions initiated before TSB has received such notification and has had a reasonable opportunity to act on such notification.

TSB reserves the right to change any or all of the Security Procedures at any time to protect the integrity of the system. You agree that your use of Mobile Deposit Services after TSB provides notice of such changes constitutes your acceptance of the new Security Procedures. You acknowledge that the purpose of Security Procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. TSB is not agreeing to any Security Procedures or other procedure for the

detection of errors. You represent that for Mobile Deposit Services, you consider the Security Procedures to be commercially reasonable with respect to the size, type, and frequency of deposits you anticipate submitting.

Safeguards. Safeguard your mobile device. If you lose your mobile device, contact TSB immediately by telephone. Also log-in to TSB's Online Banking Service and unenroll from TSB's Mobile Banking Service. Do not allow others to access your mobile device, or leave it unattended or unlocked when not in use. Frequently delete text messages from TSB, especially before loaning, discarding or selling your mobile device. If you install third-party apps on your mobile device, your mobile device could be compromised by malicious code that is designed to access files or passwords. Before downloading or installing a banking app or shortcut on your mobile device, verify that it is the authorized and genuine. Do not click on any active links in any suspicious emails or text messages, as those maybe phishing attacks designed to obtain your Codes. If you suspect that you may have been a victim of identity theft or a phishing attack, contact us immediately.

Warranties; Indemnification; Liability. You acknowledge that the Mobile Banking Service is provided as an alternative method for obtaining certain services; that there are risks to using Mobile Banking, such as the potential for fraud if someone gains access to your Password, User ID, or other Code; and that the risks of using Mobile Banking Service could be mitigated or eliminated by making transactions in person at a TSB branch rather than online. You agree that our procedures outlined in this Agreement for Mobile Banking constitute ordinary care, consistent with reasonable commercial standards, with TSB acting in good faith and fair dealing. You further agree that if you do not believe that TSB is acting in accordance with the foregoing, you will notify TSB in writing immediately and terminate your access to Mobile Banking Service.

LIMITATION OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE RELATED SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES, LICENSORS, CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE OF THE MOBILE BANKING APP AND THE RELATED SERVICES.

THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.

IN NO EVENT SHALL WE OR OUR AFFILIATES, LICENSORS, CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP OR THE RELATED SERVICES, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

IN NO EVENT SHALL WE OR OUR AFFILIATES, LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP OR THE RELATED SERVICES, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES, LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Your Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your User ID or Password has been lost, stolen, or compromised, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft protection line of credit, if you have one), and your credit limit in any loan account.

Consumers Only: If you tell us within 2 business days after you learn of the loss, theft or compromise of your User ID or Password you can lose no more than \$50 if someone used your User ID or Password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss, theft or compromise of your User ID or Password, and we prove we could have stopped someone from using your User ID or Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the 60 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 applicable time periods.

Contact in Event of Unauthorized Transfer. If you believe your User ID and Password has been LOST, STOLEN, or COMPROMISED or that someone has transferred money from your account without your permission, tell us AT ONCE.

1. Telephone TSB or Electronic Banking Services Department at:
(808) 946-1400 on Oahu or toll-free at 1 (800) 951-8418
From 8:00 a.m. to 4:00 p.m. Hawaii Standard Time

2. Or write us at:
Territorial Savings Bank
Post Office Box 1481
Honolulu, Hawaii 96806
Attention: Electronic Banking Services Dept.

Review of Transactions; Monthly Account Statements; Prompt Notice to TSB. If you discover an error or suspect unauthorized activity in your Account, call us immediately at (808) 946-1400 or visit any of our branch offices.

You agree to review your monthly Account Statement and notify us immediately in the event of any error or discrepancy, within sixty (60) calendar days of TSB sending your monthly Account Statement that covers the date of your mobile deposit.

Ownership & License. You agree that TSB and its service providers retain all ownership and proprietary rights in Mobile Banking Service, associated content, and technology. Your use of this Mobile Banking Service is conditioned upon your complete compliance with this Agreement. Any breach of this Agreement terminates your right to use the Mobile Banking Service. You may not use the Mobile Banking Service: (a) in any anti-competitive manner; (b) for any purpose which would be contrary to TSB's business interest; (c) to TSB's actual or potential economic disadvantage in any aspect; or (d) for any illegal purpose. You may not copy, reproduce, distribute or create derivative works from the content. You may not reverse engineer or reverse compile any of the technology used to provide the Mobile Banking Service.

Contacting TSB. Do not include any personal or confidential information in any email you send to TSB. TSB may not immediately review the message that you send. TSB will not take action based on the message until a TSB employee reads the message and has a reasonable opportunity to act. If you need to contact TSB immediately, visit any TSB branch,

or telephone TSB at:
(808) 946-1400
from 8:00 a.m. to 4:00 pm Hawaii Standard Time
Electronic Banking Services Dept.

or write to:
Territorial Savings Bank
Attention: Electronic Banking Services Dept.
Post Office Box 1481
Honolulu, Hawaii 96806

Amendments. TSB may change or add to the terms of this Agreement at any time by notifying you of the change by sending a notice to your email address, to your listed mobile device, or by posting the changed terms on the Online Banking Service or Mobile Deposit Service, or any other means permitted by applicable law. If you do not agree to the change or amendment, you must notify TSB prior to the effective date of the change or amendment and cancel your access to the Mobile Deposit Service. By using the Mobile Deposit Service after the effective date of any change or amendment, you agree to that change or amendment, except as otherwise provided by law.

Our Records of Communications with You. For quality assurance and security purposes, we may keep a record of the information that you transmit or enter when you use any Mobile Banking Service or other telephonic or electronic means of communication with us. By using the Mobile Banking Service, you consent to our retention of such information.

Severability. If any provision of this Agreement is determined to be void or invalid, such provision shall be deemed revised and enforced to the maximum extent permitted by law, and the remainder of this Agreement shall remain in full force and effect.

Headings. The section headings used in this Agreement are for convenience only and shall not limit or affect the terms of this Agreement.

Applicable Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii, without regard to its conflicts of law provisions. The parties agree that the federal and state courts of the State of Hawaii shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Biometric Login for Mobile Banking. Biometric login is an optional biometric sign-in method for TSB Mobile Banking that may be available for certain mobile devices that have a built-in biometric scanner. To use biometric login, you will need to first save your fingerprint/facial feature scan on your mobile device (for more help with biometric scanning, contact the manufacturer that supports your mobile device). Biometrics are stored on your device only and TSB never sees or stores your biometric information. You acknowledge that by enabling biometric login, you may allow anyone who has their biometric information stored on your device to access your personal and payment account information using the TSB Mobile Banking app. TSB reserves the right to suspend or disable this feature at any time. Biometric login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your biometric information, you can sign in using your standard login credentials (e.g., password). To use biometric login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable biometric login anytime within TSB Mobile Banking.

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, TSB and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. TSB and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

To the extent the Mobile Banking app allows you to access third party services, TSB and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

Mobile Deposit Service Terms and Conditions

This TSB Mobile Deposit Service Terms and Conditions (“Mobile Deposit Supplement”) describes your rights and obligations as a user of the Mobile Deposit Service offered by TSB. You agree to abide by these terms in order to use the Mobile Deposit Service. If you do not agree to these terms and conditions, do not use the Mobile Deposit Service and contact TSB to cancel this service. Mobile Deposit Service is a service available through TSB Mobile Banking.

Mobile Deposit Service. The Mobile Deposit Service allows you to deposit eligible checks to your TSB checking or savings account electronically through TSB's Mobile Banking app. You may make a deposit by capturing an image of the original check and transmitting the image of the check to us through your electronic device for deposit. This Mobile Deposit Supplement describes what checks are eligible for deposit through the Mobile Deposit Service, special provisions regarding funds availability, processing, warranties and indemnities, safety and security measures, and other important information.

Your TSB checking and savings account(s) must be in good standing at time of activation of the **Mobile Deposit Service**.

You must be enrolled in TSB's Online Banking Service and Mobile Banking Service in order to use the Mobile Deposit Service. The Mobile Deposit Service is deemed to be a specialized type of Mobile Banking Service. All terms and conditions of your Account Agreement, Online Banking Agreement, Mobile Banking Agreement, and other agreements and disclosures applicable to your account(s) apply to the Mobile Deposit Service. To the extent of any inconsistency regarding the Mobile Deposit Service, the terms and conditions of this Mobile Deposit Supplement control over any provision in the other agreements and disclosures.

TSB does not charge you for making deposits through the Mobile Deposit Service; however, fees and charges may apply to dishonored deposits, and fees and charges from your phone service and data provider apply.

Software and Hardware Requirements. In addition to the software and hardware requirements to access Mobile Banking Services, to use the Mobile Deposit Service, you must have a supported mobile device with a camera and a compatible wireless plan. You must obtain the "TSB Mobile Banking" app from your device's app store (e.g., Apple App Store or Google Play). You will be prompted to enroll and will gain access to TSB's Mobile Banking Service.

You must also use an operating system and software that satisfies all technical specifications and other requirements that TSB and its service provider establish and specify from time to time.

Log on to www.tsbhawaii.bank/systemrequirements/ for current specifications.

TSB is not responsible for providing, maintaining or servicing your mobile device or any other equipment for you. You are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Mobile Deposit Service. TSB is not responsible for any third-party software that you may need to use the Mobile Deposit Service. You agree to be responsible for any transmission we receive through the Mobile Deposit Service for your account, even if you did not authorize the transmission.

We suggest that you routinely scan your mobile device using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Undetected or unrepaired viruses may also compromise the confidentiality of your private information and files, including your financial information. Additionally, you may unintentionally transmit the virus to other computers. TSB shall not be responsible for any malware that affects your mobile device or device software.

You release TSB and its service providers from any and all claims or damages resulting from, or related to, any malware, attack by anyone attempting to gain unauthorized access to your mobile device, technical difficulties, errors or failures in your mobile device, or related problems that may be associated with using your mobile device, the Mobile Deposit Service, e-mail or the internet. You agree that images and files that you transmit through the Mobile Deposit Service will not contain any viruses or any other disabling features that may have an adverse impact on the network, data, or related systems.

Eligible Checks. You warrant and represent that each check deposited through the Mobile Deposit Service meets all of the following conditions:

- o The check is payable to you (third party checks or checks payable to "cash" are not eligible);
- o If the check is payable to more than one person, it is being deposited through the Service into an account in the name of all payees;
- o The check amount does not exceed your Mobile Deposit Limit (see below);
- o The check is drawn in US dollars, on a US financial institution;

- o The check is valid, does not have any alterations or corrections, and is in good condition;
- o All information on the check is consistent (e.g., the numerical amount matches the written amount);
- o The full Magnetic Ink Character Recognition (MICR) line is printed on the check;
- o The check is manually signed by all necessary individuals, each of whom is duly authorized to sign the check (a check signed with a facsimile signature is not eligible);
- o The check is NOT a starter check, counter check or a temporary check;
- o The check is dated within six months prior to deposit nor is the check post-dated;
- o The check is NOT an American Express Gift Cheque, money order, teller check, certified check, postal order, savings bond, traveler's check, or demand draft;
- o The check does NOT require a special endorsement or warrant (e.g., insurance and escrow checks are not eligible);
- o The check is NOT payable on sight or payable through drafts, as defined in Regulation CC;
- o The check transmitted to us is NOT an image CREATED from the original paper check that is in your possession;
- o The check is image-readable by TSB's standard software and equipment;
- o Neither the check nor any form of the check has been (nor will be) submitted for deposit or collection anywhere other than to deposit the check to your TSB account; neither the check nor any form of the check has been returned or rejected for any reason.

o The check was NOT previously converted to a substitute check, as defined in Regulation CC, or returned for any reason;

o The check is NOT a Federal Reserve Bank Check; Federal Home Loan Bank Check, government check or warrant;

o The check was NOT withdrawn on a closed account;

o The check is NOT a remotely created check, as defined by Regulation CC;

o The check has NOT previously been negotiated or "cashed" at an alternate financial institution or other TSB branch or deposit channel causing the same drawer's account to be debited twice;

o The payee on the depositing check must match the account ownership of the receiving account;

o The check does NOT contain any restrictive endorsement other than specified in this Agreement;

o You have the original paper check in your physical possession;

o The check is NOT in violation of any federal or state law, rule, or regulation.

The deposit of any ineligible check may not get processed and could result in the immediate termination of your use of the Mobile Deposit Service.

If you have any questions about whether or not a check meets is eligible for the Mobile Deposit Service, please contact any TSB branch. A check that does not meet these requirements may in certain cases may be accepted for deposit or collection at a branch, via deposit at a TSB ATM, or via U.S. Mail.

TSB reserves the right to modify the types of checks accepted for the Mobile Deposit Service without prior notice.

Endorsement. Please endorse the back of the check with your signature. Also, write "TSB Mobile Deposit Only" under your signature. **Checks not endorsed properly, may not get processed.**

Image Quality. The check transmitted using the Mobile Deposit Service must be legible. The image quality must comply with the requirements established from time to time by American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, and any applicable regulatory agency, clearinghouse or association.

Confirmation of Receipt of Check Deposit. After you submit a check for deposit through the Mobile Deposit Service, you will receive a message on the Mobile Banking app stating whether the transmission was received or rejected. You will also receive an email, when the deposit has been received or rejected.

Log in to the TSB Online Banking or Mobile Banking Services to confirm that the check has been posted to the correct account for the proper amount. Posting to your account does not mean that funds are available for withdrawal, nor that TSB has received payment from the issuer of the check, nor that the image file was error free. All deposits are subject to verification and may be adjusted upon review. TSB reserves the right to reject any check without any liability to you or anyone else. TSB is not responsible for any check image that is altered, damaged or dropped during transmission.

Safekeeping and Subsequent Destruction of Check. After you have submitted the check for mobile deposit, keep the check in a safe place so that it is not improperly deposited elsewhere. TSB suggests that you add to the front of the check, "Electronically Deposited to TSB" and the date of deposit for easier tracking.

Please retain the check for sixty (60) days after it has posted to your account, as you may be asked by Territorial Savings Bank to provide us the original paper check within one business day. After the foregoing sixty (60) day period has expired, you should shred or destroy the Check to avoid having the Check redeposited. After the destruction of the Check, the image will be the sole evidence of the Check.

You agree to cooperate with us to aid in the clearing and collection process, to resolve claims with respect to any check, for TSB audit purposes, or for any other matter reasonably requested by us.

Maximum Deposit Limits through Mobile Deposit Service. TSB imposes a checking or savings account's daily deposit limit and the 30-day rolling deposit limit is an aggregate amount that applies to all joint owner(s) on the account. For example, if your daily limit is \$1,000 and you deposit \$300, the joint owner on the account can deposit up to \$700. Amounts in excess of your Mobile Deposit Limits may be deposited at any TSB branch, by mail or at a TSB ATM. Each checking or savings accounts for which you are an authorized signatory has its own deposit limits - and they may not be the same.

We reserve the right to impose limits on the dollar amount and/or the number of electronic items submitted through the Mobile Deposit Service. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Mobile Deposit Supplement and we will not be obligated to allow such a deposit at other times. Daily Deposit Limits reset daily at 3 am Eastern Time. We reserve the right to increase or decrease any of the limits, at any time.

Date of Deposit and Funds Availability. Funds availability for Mobile Deposits is governed by special rules. Provided you do not exceed the rolling 30-day limit, in most cases, up to \$225 will be available on the next business day following the business day of the mobile deposit, and up to \$5,300 will be made available to you on the second business day following the business day of the mobile deposit, and the remaining balance of the check amount will be available on the 7th business day following the business day of the mobile deposit. Credit is provisional. You remain responsible for any funds credited to your account if the check is returned unpaid for any reason at any time, irrespective of when the funds are made available to you.

If you are a new checking or savings account bank customer, mobile check deposits made in the first 30 days that your Account is opened, may not be available for withdrawal until the 12th business day after the day of your deposit.

TSB reserves the right to reject or delay processing of any check deposited through the Mobile Deposit Service. Similarly, TSB may delay the availability of funds deposited through the Mobile Deposit Service. **To avoid delay, you may go to any TSB branch to deposit the original check instead of using the Mobile Deposit Service. You may contact any TSB branch for information regarding deposits and availability.**

Business Days. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal or bank holidays.

Processing of Checks Using the Mobile Deposit Service. TSB is not required to inspect or verify the check image to determine its accuracy, legibility, quality, MICR information, or any other matter. TSB may contact the drawer of the check to verify its validity, but TSB has no duty to do so.

TSB may determine the method used to process, clear, present for payment, and collect the check, and may select clearing agents, in TSB's sole discretion. You agree to be bound by any clearinghouse agreements, operating circulars, image exchange agreements and other agreements to which TSB is a party.

Nonpayment of Checks; Return Items. TSB may charge the amount of the check against your account if payment is not received, if payment is reversed, if the check is dishonored or returned, or if the maker of the check or any third party makes a claim against us or seeks a re-credit at any time. We have all rights of setoff and to security interests applicable to your account.

TSB will send you an Image Replacement Document (IRD) of the check as the charged-back item, or may attempt to re-present the check. Applicable Returned Item Fees will apply.

To redeposit a dishonored mobile-deposited check, please take the IRD of the check to a TSB branch. Applicable fees may be assessed each time a check is dishonored. The current TSB **Fee Schedule** is available at all branches for fees that may apply to your account.

Cancellation of a Mobile Deposit. You shall have no right to cancel any mobile-deposited check after its receipt by TSB. However, TSB may be able act on your request to cancel the deposit, but shall have no liability if such cancellation is not implemented or completed. You agree to indemnify, defend and hold TSB harmless for any expenses, losses, or damages incurred in connection with your request.

Availability of Mobile Deposit Service. TSB reserves the right to cancel or suspend access to the Mobile Deposit Service without prior notice. Service for new account holders may be delayed. If you have any difficulty accessing the Mobile Deposit Service, contact TSB. Deposits of original checks may be made at any TSB branch, by mail or at a TSB ATM.

Your Indemnification of TSB; Limitations to TSB's Liability to You. To the full extent permitted by law, you agree to indemnify, hold harmless and defend TSB for any loss it suffers related to a check that is submitted for deposit to any of your TSB accounts using the Mobile Deposit Service, or for any breach of warranty, or any violation of the terms and conditions of the Mobile Deposit Service.

TSB does not warrant that the Mobile Deposit Service will be error-free, uninterrupted, timely, or secure. TSB will only be liable to you for damages arising directly from TSB's intentional misconduct or gross negligence in the performance of the Mobile Deposit Service. TSB will not be liable for any damages that arise, directly or indirectly, in whole or in part, from any of the following:

- o Your actions or omissions, or those of third parties who are not within TSB's immediate and reasonable control;
- o Your negligence, breach of any agreement with TSB, or failure to follow instructions;
- o Any ambiguity, inaccuracy or omission in any information provided to TSB;
- o Any error, failure or delay in the transmission or delivery of data, records or checks;
- o Any question regarding the authority of any person to act on your behalf;
- o Any question regarding transactions made on any of your accounts;
- o Any difficulty with the check image, file, or other transmission;
- o Any nonpayment or return of any check;
- o Any virus or malware attack;
- o Any unavailability or failure of any system, data processing, computer, software, telecommunication or internet provider service;
- o Circumstances beyond TSB's control (such as fire, flood, power failure, labor dispute, computer breakdown, telephone line disruption, or a natural disaster);
- o Any unavailability of the Mobile Deposit Service for security or any other reason;
- o Any limitations placed on transactions by Federal Reserve, clearinghouse or exchange network rules or guidelines.

You agree that the aggregate annual liability of TSB for any and all claims arising out of your use of the Mobile Deposit Service shall be limited to the greater of the annual fee (if any) charged by TSB to maintain your account or the annual fee (if any) for the Mobile Deposit Service charged by TSB, but in no event shall our liability exceed \$100.00. Any action against TSB with respect to the Mobile Deposit Service must be commenced within twelve (12) months from the date of the event giving rise to the proceeding. If TSB is liable to pay you any interest, the rate paid will be the then current interest rate which deposits in your account earn. If your account does not pay interest, the rate paid will be the applicable Federal Funds interest rate. You agree to cooperate with any loss recovery efforts. You agree to cooperate with TSB and law enforcement in the investigation of unusual transactions, poor quality transmissions, and resolution of member claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Mobile Deposit Service in your possession and your records relating to such items and transmissions. You agree to subrogate your rights to TSB to the extent of any liability.

Your Warranties and Representations to TSB. In addition to the warranties and above, you warrant and represent that:

- o You are the holder of original check and are entitled to enforce it;
- o You have not and will not assign or transfer the check to anyone other than TSB;
- o The images and information that you transmit accurately represents all of the information on the front and back of the check, including all endorsements;
- o You have not taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the check or that otherwise may prevent the capture or processing of such information;
- o You give all warranties and indemnities that would otherwise apply to the check if it had been a paper item deposited to TSB;
- o You give all encoding, transfer, presentment and other warranties and indemnifications that TSB or any correspondent bank provide to others (e.g., as are converting bank or a truncating bank) under any law, regulation, operating circular, clearinghouse rule, image exchange network rule, or agreement to which TSB or the correspondent bank is a party;
- o The check satisfies all the requirements set forth in this Mobile Deposit Supplement;
- o You are using the Mobile Deposit Service in good faith, in compliance with all applicable law, without any malicious code or other potentially damaging capabilities;
- o TSB will not sustain a loss because you have used the Mobile Deposit Service to deposit a check;
- o No file that you transmit contains any virus;
- o You will not permit any third party to use the Mobile Deposit Service to deposit checks to your account; and

o You comply with all of the terms and conditions of this Mobile Deposit Supplement and applicable law (including the sanctions laws administered by OFAC and the Bank Secrecy Act), and are using the Mobile Deposit Service for a lawful purpose.

You specifically agree that by using Mobile Deposit Services, you give TSB the same warranties and indemnities that TSB, as a reconverting bank or truncating bank (e.g., the first bank that sends the check image or information from the check instead of the original paper check), would give under applicable law, regulation or contract. You agree that all of the warranties deemed given by a depositor of a check to a bank under the Hawaii Uniform Commercial Code ("UCC") shall also apply to the check image, the same as if it were a paper check within the meaning of the UCC as adopted by the State of Hawaii. Accordingly, except to the extent that any warranties or indemnities deemed given under the UCC are expressly superseded by the Check 21 Act or the Check 21 regulations under Regulation CC, you give TSB all the same warranties and indemnities you would have given under the UCC for the deposit of an original Check by transferring to TSB: (a) the check image; (b) any Image Replacement Document or other item purporting to be a Substitute Check (as defined in Regulation CC); or (c) any electronic image that purports to represent an original check. The above warranties and indemnities are deemed given to TSB and any person to whom TSB transfers, presents or returns any check image, or any replacement therefore created by TSB or any subsequent person. This means, for example, that you bear all risk for submitting the check image for deposit through the Mobile Deposit Service instead of submitting the physical check for deposit.

To the full extent permitted by law, you agree to indemnify, hold harmless and defend TSB for any loss it suffers related to your breach of any warranty, or any violation of the terms and conditions of any Mobile Banking Service. Your obligations survive any termination of this Mobile Deposit Supplement.

In addition, there is an extended time period for the payor bank and others to refuse to honor the check. Such claims may be brought within one year after the injured person has reason to know of sufficient facts and circumstances giving rise to the claim. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the check submitted through the Mobile Deposit Service. You are solely responsible for any fraudulent, incorrect, illegible, unauthorized, inaccurate, incorrect or otherwise improper or unusable images submitted to us for any of your accounts or by anyone using your device or password except as otherwise provided by law.

Review of Transactions; Monthly Account Statements; Prompt Notice to TSB. If you discover an error or suspect unauthorized activity in your Account, call us immediately at (808) 946-1400 or visit any of our branch offices.

You agree to review your monthly Account Statement and notify us immediately in the event of any error or discrepancy, within sixty (60) calendar days of TSB sending your monthly Account Statement that covers the date of your mobile deposit.

Termination. Any termination of this Mobile Deposit Supplement or of the Mobile Deposit Service shall not affect your liability or obligations under this Mobile Deposit Supplement with respect to checks submitted for Mobile Deposit or any action by you or your agents commenced prior to termination.

Alerts Terms and Conditions

The following Alerts Terms and Conditions ("Alerts Supplement") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Supplement does not apply. To the extent there is any conflict between the terms of any other agreement you have with TSB and this Alerts Supplement with respect to Alerts, then the terms in this Alerts Supplement shall apply. Alerts is a service that is available through TSB Mobile Banking and/or Online Banking.

Alerts. Your enrollment in TSB Online Banking and/or Mobile Banking (the “**Service**”) includes enrollment to receive transaction alerts and notifications (“**Alerts**”). Alerts are electronic notices from us that contain transactional information about your TSB account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **More menu** within TSB Mobile Banking app.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. TSB reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels (“**End Points**”): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your TSB Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these End Points, and it is your responsibility to determine that each of the service providers for the End Points described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your End Point service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device’s number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text “**STOP**” to 48179 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in TSB Online Banking and click the box next to your mobile number for the Alerts you’d like to receive again. For help with SMS text alerts, text “**HELP**” to 48179. In case of questions please contact customer service at 808-946-1400. Participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. TSB provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside TSB’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold TSB, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys’ fees, that may arise, directly or indirectly, in whole or in part, from (a) anon-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose. If you cannot agree to these terms and conditions, you should not use Alerts.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages. You agree to indemnify TSB

from any and all damages and claims that may arise from a third-party viewing or having access to the alerts sent to you, regardless of whether you authorized or did not authorize such third-party to view or have access to alerts sent to you.

Card Management Terms and Conditions

The following Card Management Supplemental Terms and Conditions (“Card Supplement”) applies to the card management features (currently referred to as “My card”) within the TSB Mobile Banking application (“Mobile Banking App”), notwithstanding anything to the contrary in any other agreement you may have with us. The Card Supplement only applies to the card management features. If the card management is not available to you, then this Card Supplement does not apply. To the extent there is any conflict between the terms of any other agreement you may have with us and this Card Supplement with respect to the card management features, then the terms in this Card Supplement shall apply. Card management is a service that is available through TSB Mobile Banking and/or Online Banking.

1. The card management feature is only available for debit cards issued by TSB that you register within the Mobile Banking App.

2. The card management feature and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device.
Please contact TSB to discontinue the alerts and controls.

3. Certain card management functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant’s registered address.

4. Card management may enable access to TSB and third parties’ services and websites, including GPS locator websites, such as Google’s. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at http://maps.google.com/help/terms_maps/ and the Google Legal Notices found at https://www.google.com/help/legalnotices_maps/, or such other URLs as may be updated by Google.

To the extent the card management feature allows you to access third party services, TSB and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to You.

5. You agree to allow us to communicate with you via push notification, SMS and/or email, with respect to the activities performed via the card management feature. Data fees may be imposed by your mobile provider for the transmission and receipt of messages and Alerts.

6. TSB reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in TSB’s card management feature.

7. TSB’s card management feature is intended to allow you to initiate certain payment card related activities for your enrolled TSB card(s) via the card management feature. Those activities may include the ability to but not limited to:

- Register the card
- Activate and deactivate the card
- Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off (“**Controls**”)
- Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases (“**Alerts**”)
- View transaction history including cleansed and enriched merchant information (e.g. merchant name, address, and contact information)
- Report your card as lost or stolen
- Review your spending by merchant type and/or by month
- View a list of merchants storing your card information for recurring or card-on-file payments

Availability/Interruption. You acknowledge that the actual time between occurrence of an event (“**Event**”) triggering a selected Control or Alert and the time the notification of such event is sent to your mobile device (“**Notification**”) is dependent on a number of factors including, without limitation, your wireless service and coverage within the area in which you are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, “**Commands**”) are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to your mobile device in all areas.

If you registered to receive Notifications to your mobile device, the card management feature is available when you have your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card management feature is subject to transmission limitations and service interruptions. TSB does not guarantee that the card management feature (or any portion thereof) will be available at all times or in all areas.

You acknowledge and agree that certain functionality with the card management feature may not be available for all transactions. Commands based upon the location of the mobile device where the card management feature is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant’s registered address.

You acknowledge and agree that neither TSB nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither TSB nor its third-party service providers shall be liable to you if you are unable to receive Notifications on your mobile device in your intended area. TSB, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.