



## **Territorial Savings Bank (TSB)**

Thank you for using **TSB** Mobile Banking combined with your handheld's text messaging capabilities. **Message & Data rates may apply.** For help, text "**HELP**" to 48179. To cancel, text "**STOP**" to 25215 at any time. In case of questions please contact customer service at 808-946-1400 or email [ebank@territorialsavings.net](mailto:ebank@territorialsavings.net).

## **Definitions and Requirements**

This section defines certain terms used in this Agreement, 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 are not 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.

"PC" means your personal computer that enables you, with an Internet browser and ISP, to access your account with the Mobile Banking service.

"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" 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:**

a. 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 set up 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. Customers will be allowed to opt out of this program at any time.

b. Questions: You can contact us 808-946-1400, or send a text message with the word "**HELP**" to this number: 48179. We can answer any questions you have about the program.

c. 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: 25215. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

d. Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

e. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

f. 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 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, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose 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.

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

**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 Territorial Savings Bank ("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.

Additionally, 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 not be encrypted and 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. One such feature currently not available is electronic alerts and the associated instruction above (c. To Stop the program) to send a text that says "STOP" to this number: 25215 to receive a one-time opt-out confirmation text message will apply only if and when alerts become available.

Information available via Mobile Banking, including balance, transfer and payment information, may differ from the information that is available directly through the Online Banking site without the use of a mobile device. Information available directly through online banking without the use of a mobile device may not be available via Mobile Banking, may be described using different terminology (including capitalized terms used in the Agreement or on our online banking site(s)), or may be more current than the information available via Mobile Banking, including but not limited to account balance information. The method of entering instructions via Mobile Banking may also differ from the method of entering instructions directly through the Online Banking without the use of a mobile device. Processing of payment and transfer instructions may take longer through Mobile Banking. We are not responsible for such differences including but not limited to delays, whether or not attributable to your use of the 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 these Terms and Conditions at any time. When material changes are made, we will notify you. There are currently no fees being charged for Mobile Banking, but TSB may impose a fee for Mobile Banking in the future and reserves any and all rights to do so. You are solely responsible for providing updated addresses as necessary. Revised Terms and Conditions shall become effective at the earliest date allowed by applicable law or regulation. In the event of any conflict between the Mobile Banking Terms and Conditions and other terms and conditions related to your account(s) to which Mobile Banking and any related software may be applicable, the Terms and Conditions of Mobile Banking 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 these Terms and Conditions.

### **Mobile Deposit Agreement**

This Agreement describes your rights and obligations as a user of the Mobile Deposit Service offered by Territorial Savings Bank. This Agreement also describes the rights and obligations of Territorial. Please read this Agreement carefully. You must abide by the terms and conditions of this Agreement. If you do not agree to these terms and conditions, do not use the Mobile Deposit Service and contact Territorial to cancel this service.

#### **1. Mobile Deposit Service**

The Mobile Deposit Service allows you to deposit eligible Checks to your Territorial consumer checking account electronically through Territorial's mobile banking application. 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 Agreement 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 Territorial consumer checking account(s) must be in good standing at time of activation of the Mobile Deposit Service, and have been opened for at least thirty (30) days. The Mobile Deposit Service is not available for Territorial business checking accounts.

You must be enrolled in Territorial'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 Online Service and Mobile Banking Service. All terms and conditions of your Account Agreement, Online Services and Online Banking Agreement, Mobile Banking Agreement, and other agreements and disclosures applicable to your account apply to the Mobile Deposit Service. To the extent of any inconsistency regarding the Mobile Deposit Service, the terms and conditions of this Agreement control over any provision in the other Agreements and disclosures.

Territorial 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.

## **2. Software and Hardware Requirements**

In addition to the software and hardware requirements to access Online and 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 Territorial's Mobile Banking Service.

You must also use an operating system and software that satisfies all technical specifications and other requirements that Territorial and its service provider establish and specify from time to time. Log on to [www.territorialsavings.net/ebanking/mobile-banking/](http://www.territorialsavings.net/ebanking/mobile-banking/) for current specifications.

Territorial 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. Territorial 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 PC 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 computer virus that affects your computer or software.

You release Territorial and its service providers from any and all claims or damages resulting from, or related to, any computer virus, 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.

## **3. 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 section 8 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 You created the image of the Check transmitted to us 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 Territorial 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 U.S. Treasury Check; Federal Reserve Bank Check; Federal Home Loan Bank Check, government check or warrant;
- o The Check was not drawn 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 result in the immediate termination of your use of the Service.

If you have any questions about whether or not a Check meets these requirements, contact any Territorial branch. A Check that does not meet these requirements may in certain cases be accepted for deposit or collection at a branch, via deposit at a Territorial ATM, or via U.S. Mail.

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

#### **4. Endorsement**

Please endorse the back of the Check with your signature. Also, write "TSB Mobile Deposit Only" and the account number of the account into which the Check will be deposited.

For example: "TSB Mobile Deposit Only" #123456 and your signature below.

#### **5. 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.

#### **6. 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 application's screen if the transmission was received or rejected. Log in to the Territorial Online or Mobile Banking Service 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 Territorial 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. Territorial reserves the right to reject any Check without any liability to you or anyone else. Territorial is not responsible for any check image that is altered, damaged or dropped during transmission.

#### **7. 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. Territorial suggests that you add to the front of the Check, "Electronically Deposited to TSB" and the date of deposit for easier tracking. Shred or destroy the Check sixty (60) days after it has posted to your account ("Retention Period") to avoid having the Check redeposited. Until such time, you must provide Territorial with the original paper Check within one business day if requested. After destruction of the Check, the image will be the sole evidence of the Check. After the Retention Period, you agree to promptly provide a sufficient copy of the front and back of the check. After the Retention Period, if you dispose of the original check, mark it "VOID" and then destroy it by cross-cut shredding or another commercially acceptable means of destruction. 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.

#### **8. Maximum Deposit Limits through Mobile Deposit Service**

Your Mobile Deposit Limit is \$2,500 per check deposit, per business day. You agree that the maximum amount that you will deposit through the Mobile Deposit Service will not exceed your Mobile Deposit Limit on any business day. **In addition, the checking account into which funds are deposited through the Service must have been opened for at least 30 days.**

For purposes of the Service, a business day is measured from 8:00 pm Eastern Time (ET) of the prior business day to 8:00 pm ET of the current business day. (E.g., from Thursday 8:00 pm ET to Friday 8:00 pm ET, or from Friday 8:00 pm ET to Monday 8:00 pm ET.)

The Mobile Deposit Daily Limit is an aggregate amount that applies to all checking accounts for which you are an authorized signatory. Amounts in excess of your Mobile Deposit Limit may be deposited at any Territorial branch, by mail or at a Territorial ATM.

You also agree that the total amount deposited via mobile deposit to a checking account will not exceed \$10,000 during any period of thirty (30) calendar days. This total includes mobile deposits made by any joint owner(s) on the account. For example, if you deposit \$3,000 during a 30-day period, the joint owner on your account can deposit up to \$7,000 during the same time period. In most cases, if a deposit will bring you over the limit, TSB will not process the deposit.

**We reserve the right to increase or decrease any of the limits, at any time.**

## **9. Date of Deposit and Funds Availability for the Mobile Deposit Service**

In most cases, a Check deposited through the Mobile Deposit Service on a business day prior to 8:00 pm ET will be processed on the same business day and deposited to your account that day. Checks deposited after 8:00 pm ET will be processed on the next business day. Territorial may change the cut-off time in its discretion.

Funds availability for Mobile Deposits is governed by special rules. In most cases, up to \$200 will be made available to you on the next business day following the business day of mobile deposit and the remaining amount (e.g., up to \$2,300 if your Mobile Deposit Limit is \$2,500) will be made available to you on the second business day following the business day of mobile deposit, provided you do not exceed the 30-day limit. 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.

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

## **10. Business Days**

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

## **11. Processing of Checks Using the Mobile Deposit Service**

Territorial is not required to inspect or verify the Check image to determine its accuracy, legibility, quality, MICR information, or any other matter. Territorial may contact the drawer of the Check to verify its validity, but Territorial has no duty to do so.

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

## **12. Nonpayment of Checks; Return Items**

Territorial 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.

Territorial 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 Territorial branch. Applicable fees may be assessed each time a Check is dishonored. The current Territorial Schedule of Fees is available at all branches for fees that may apply to your account.

### **13. Cancellation of a Mobile Deposit**

You shall have no right to cancel any mobile-deposited Check after its receipt by Territorial. However, Territorial 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 Territorial harmless for any expenses, losses, or damages incurred in connection with your request.

### **14. Security Procedures**

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

As part of the Security Procedures, Territorial may employ various authentication technologies, including, but are not limited to, use of User IDs, passwords and other "Additional Authentication Information" ("AAI") that Territorial may require you to provide at Territorial'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).

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

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

Territorial 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 Territorial 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. Territorial 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.

### **15. Safeguards**

Safeguard the Check until you shred or destroy it. (See section 7 above.) Also safeguard your mobile device. If you lose your mobile device, contact Territorial immediately by telephone. Also log-in to Territorial's Online Service and unenroll from Territorial'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 Territorial, 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 app from Territorial. Do not click on any active links in any suspicious emails. Contact Territorial immediately, as you may be the victim of identity theft.'

## **16. Availability of Mobile Deposit Service**

Territorial 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 Territorial. Deposits of original Checks may be made at any Territorial branch, by mail or at a Territorial ATM.

## **17. Warranties; Indemnification; Liability**

You acknowledge that the Mobile Banking services are 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 services 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 Mobile Banking services.

In addition to the warranties and representations in section 3 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 Territorial;
- 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 Territorial;
- o You give all encoding, transfer, presentment and other warranties and indemnifications that Territorial or any correspondent bank provide to others (e.g., as a reconverting bank or a truncating bank) under any law, regulation, operating circular, clearinghouse rule, image exchange network rule, or agreement to which Territorial or the correspondent bank is a party;
- o The Check satisfies all the requirements set forth in this Agreement;
- 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 Territorial 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 Agreement 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 Territorial the same warranties and indemnities that Territorial, 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 Territorial all the same warranties and indemnities you would have given under the UCC for the deposit of an original Check by transferring to Territorial: (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 Territorial and any person to whom Territorial transfers, presents or returns any Check image, or any replacement therefor created by Territorial 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 Agreement.

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 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.

### **18. Review of Transactions; Monthly Account Statements; Prompt Notice to Territorial**

If you discover an error or suspect unauthorized activity in your Account, call us immediately at (808) 946-1400 on Oahu or toll-free at 1 (800) 951-8418 or visit any of our branch offices.

You agree to review your monthly Account Statement and notify Territorial immediately in the event of any error, and in any event within thirty (30) calendar days of receiving your monthly Account Statement that covers the date of your mobile deposit. Unless you notify Territorial of any error or discrepancy within thirty (30) calendar days after the date Territorial mails or otherwise makes the statement or other material available to you, the statement or other material will be deemed to be correct unless otherwise provided by law.

## **19. Ownership & License**

You agree that Territorial and its service providers retain all ownership and proprietary rights in the Service, associated content, and technology. Your use of this Service is conditioned upon your complete compliance with this Agreement. Any breach of this Agreement terminates your right to use the Service. You may not use the Service (a) in any anti-competitive manner, (b) for any purpose which would be contrary to Territorial's business interest, or (c) to Territorial's actual or potential economic disadvantage in any aspect. 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 Service.

## **20. Your Indemnification to Territorial; Limitations to Territorial's Liability to You**

To the full extent permitted by law, you agree to indemnify, hold harmless and defend Territorial for any loss it suffers related to a Check that is submitted for deposit to any of your Territorial 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.

Territorial does not warrant that the Mobile Deposit Service will be error-free, uninterrupted, timely, or secure. Territorial will only be liable to you for damages arising directly from Territorial's intentional misconduct or gross negligence in the performance of the Mobile Deposit Service. Territorial 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 Territorial's immediate and reasonable control;
- o Your negligence, breach of any agreement with Territorial, or failure to follow instructions;
- o Any ambiguity, inaccuracy or omission in any information provided to Territorial;
- 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 Territorial'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 Territorial for your use of the Mobile Deposit Service shall be limited to the greater of the annual fee (if any) charged by Territorial to maintain your account or the annual fee (if any) for the Mobile Deposit Service charged by Territorial, but in no event more than \$100.00. Any action against Territorial 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 Territorial 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 Territorial 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 Service in your possession and your records relating to such items and transmissions. You agree to subrogate Territorial to your rights to the extent of any liability. See the Online Services and Online Banking Agreement for further exclusions of warranties by Territorial and limitations of Territorial's liability.

## **21. Exceptions Regarding Business Accounts**

Use of the Mobile Deposit Service is not authorized for organizational or Business Accounts (as defined in the Online Services and Online Banking Agreement). Territorial has no liability for any loss incurred in connection with the Mobile Deposit Service for organizational or business use. You agree to indemnify, hold harmless, and defend Territorial for any loss it suffers because of any use of the Mobile Deposit Service with respect to any of your organizational or Business Accounts or for any organizational or business use.

## **22. Contacting Territorial**

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

or telephone Territorial at:  
(808) 946-1400 on Oahu or toll-free at 1 (800) 951-8418  
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

## **23. Amendments**

Territorial 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 Territorial 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.

## **24. Our Records of Communications with You**

*(i) 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.*

## **25. 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.

## **26. Headings**

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

## **27. Termination**

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

## **28. Electronic Disclosure Consent**

You 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. Disclosures that we may provide in an electronic format include, but are not limited to: account statements, account disclosures, changes in account terms, notice of fee changes, and privacy notices.

### **a. How to Obtain Electronic Disclosures (E-Disclosures)**

We will always post the most current version of this Agreement for our Mobile Banking services 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.

You may download or print electronic notices and disclosures from your computer. You can also save copies to your hard drive or other media for viewing and printing at a later time.

### **b. System and Equipment 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 computer and Internet browser that supports 128-bit encryption
- A printer connected to your computer to print disclosures
- 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.

c. Cancellation of E-Disclosures

If you wish to cancel e-disclosures and/or change to a paper delivery format you may tell us in one of the following ways:

- By calling us at (80) 946-1400 or Toll Free at (808) 951-8418;
- By sending us a letter to: Territorial Savings Bank, Attention: Electronic Banking Services Dept., Post Office Box 1481, Honolulu, Hawaii 96806; or
- By informing us in person at any branch location

Please do not send confidential information through normal unsecured email.

d. Address Changes

In order to provide electronic disclosures we must maintain your current email address at all times. It is your sole responsibility to provide us with your correct contact information, including your email address(s). You agree to notify TSB of any changes to your personal contact information through any of the methods described above (in section C), or by updating your personal information in the Mobile Banking service.

e. Acceptance of E-Disclosures

You agree to accept Mobile Banking and all related service disclosures in an electronic format. You also agree that you have the necessary equipment for accessing and viewing the disclosures and you agree to notify us if you change your email address or if you no longer want to receive disclosures electronically. By accepting this disclosure you agree to no longer receive applicable disclosures in paper format.

For a Print Version of these Terms and Conditions, access our full website at <https://www.territorialsavings.net>

Touch ID™ for Mobile Banking.

Touch ID is an optional fingerprint sign-in method for Territorial Savings Bank Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at [apple.com/support](http://apple.com/support)). Fingerprints are stored on your device only and Territorial Savings Bank never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Territorial Savings Bank Mobile Banking. Territorial Savings Bank reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your

fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the Services menu within Territorial Savings Bank Mobile Banking.

Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for Territorial Savings Bank Mobile Banking is only available on compatible iOS devices.

#### Card Controls Additional Terms.

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by Territorial Savings Bank that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Territorial Savings Bank to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
4. Card Controls may enable access to Territorial Savings Bank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent this Mobile Banking App allows you to access third party services, Territorial Savings Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED

WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.

7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

### **Territorial Savings Bank Alerts Terms and Conditions**

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

**Alerts.** Your enrollment in Territorial Savings Bank 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 Territorial Savings Bank 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 Territorial Savings Bank Mobile Banking.

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

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

**Alerts via Text Message.** To stop Alerts via text message, text "**STOP**" to 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 Territorial Savings Bank 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. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** Territorial Savings Bank 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 Territorial Savings Bank's control. We

neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Territorial Savings Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

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

[https://www.territorialsavings.net/wp-content/uploads/2013/08/PrivacyNoticePN-1\\_6-13.pdf](https://www.territorialsavings.net/wp-content/uploads/2013/08/PrivacyNoticePN-1_6-13.pdf)

**Privacy and User Information – Data Analytics.** You acknowledge that in connection with your use of Mobile Banking, Territorial Savings Bank 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. Territorial Savings Bank 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.

May 2017