

Terms and Conditions (rev 03.21.19)

Program: The Fidelity Bank ("Fidelity Bank" or the "Bank") offers their customers mobile access to accounts enrolled in Business Online Banking. By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

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

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 Fidelity Bank or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, Fidelity Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive 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"). Fidelity 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 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. Fidelity Bank 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 it 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 on 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 Fidelity Bank (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 Fidelity Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is 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), hate-related (e.g. racist organizations), gambling-related (e.g., casinos), 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 Fidelity Bank, 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.

We reserve the right to prohibit the use of Mobile Banking or the Software for any item or altogether for 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), death-related (e.g., funeral homes, mortuaries), lottery-related, or related to any other industry that we feel poses a threat or risk.

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.

You are responsible for complying with all terms of this Agreement and with the terms of the agreement governing the bank accounts which you access using Fidelity Bank Mobile Banking. To cancel the Mobile Banking service, you must notify Fidelity Bank and provide your name, address, and the effective date to stop Service. You may notify Fidelity Bank by one of the following methods:

- By calling 1-855-547-1385 Monday through Friday from 8:00 a.m. to 6:00 p.m. Eastern Standard Time.
- By email: info@fidelitybanknc.com
- By writing a letter and sending it to the following address:
Fidelity Bank Attention: Deposit Operations, PO Box 8, Fuquay-Varina, NC 27526

Mobile Deposit Services. The mobile deposit services ("Deposit Services") are designed to allow you to make deposits to your checking, savings, or money market accounts using your approved mobile device from any location by taking pictures of physical checks and delivering the images and associated deposit information to the Bank or the Bank's designated processor. We reserve the right to reject any item transmitted through the Deposit Services, at our discretion without incurring any liability to you. We may restrict and/or cancel, without prior notice, your ability to use Deposit Services if we notice any suspicious activity or mismanagement of your bank accounts including failure to promptly bring negative account balances to a positive balance.

Eligible items. You agree to take pictures of and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to the Bank shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not use the Deposit Services to take pictures of and deposit any checks or other items as shown below which shall be considered ineligible items:

- Checks or items payable to any person or entity other than you.
- Checks payable to you and another party who is not a joint owner on the account.
- Checks made payable to a business that you attempt to deposit into a personal account.
- Checks or items containing an alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks that have been previously negotiated.
- Checks that have previously been submitted through the Deposit Services or through a service offered at another financial institution.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks that are post-dated (made payable at some point in the future).
- Checks or items prohibited by the Bank's current procedures relating to the Deposit Services or which are otherwise not acceptable under the terms of the Deposit Account Agreement and Disclosures governing your account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Deposits which exceed your per check or daily limit.

Image Quality. The image of an item transmitted to the Bank using the Deposit Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Deposit Services as "For Mobile Deposit Only Fidelity Bank" or as otherwise instructed by the Bank. If the check is made payable to you and another payee, both of you must endorse the check, and it must be deposited into a Fidelity Bank joint account owned by both of you. You agree to follow any and all other procedures and instructions for use of the Deposit Services as the Bank may establish from time to time.

Receipt of Items. We reserve the right to reject any item transmitted through the Deposit Services, at our discretion, without liability to you. When we receive an image, we will only notify you only if a deposit is rejected. The image is not deemed "received" by us until it is posted to your account at the end of the business day. Acceptance within the Fidelity Bank Mobile Deposit application does not mean that the image is free of errors or will be accepted for deposit. Reasons for rejection may include any of the following: incomplete or missing endorsement; illegible check or poor image quality; altered check; or duplicate check. This list is a list of examples only and is not a list of all of the reasons that an image of a check may be rejected. We are not responsible for items we do not receive or for images that are dropped during transmission. Images received will be available to view inside the mobile application. We further reserve the right to charge back to your account at any time any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

"Exception Item" includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, or (c) is drawn on banks located outside the United States and is not payable at or through a bank located within the United States. If you attempt to deposit an Exception Item to your account, you shall do so only by depositing the original paper item on which the Exception Item is based or as otherwise agreed between us. Even if we do not initially identify an item as an Exception Item when we review and process the item to which the Exception Item relates, the electronic item, substitute check, or the purported substitute check created by us from it may nevertheless be returned to us because, among other reasons, the paying bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not preclude or limit the obligation of you to Fidelity Bank.

Availability of Funds. Items transmitted using the Deposit Services are subject to our Funds Availability Policy and Regulation CC. In general, if an image of an item you transmit through the Deposit Services is received and accepted before 5:00 p.m. Eastern time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. The Bank may delay availability of funds based on such factors as the length and extent of your relationship with us, transaction and experience information, and such other factors as the Bank, in its sole discretion, deems relevant.

Disposal of Transmitted Items. Upon your receipt of a confirmation from the Bank that we have received the image of an item, you agree to prominently mark the item as “Electronically Presented” or “VOID” and to properly dispose of the item after 14 calendar days to ensure that it is not re-presented for payment. And, you agree never to re-present the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for the Bank’s audit purposes.

Deposit Limits. We reserve the right to impose limits on the amount(s) of deposits that you transmit using the Deposit Services and to modify such limits from time to time. 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 Agreement, and we will not be obligated to allow such a deposit at other times. Deposit limits are subject to change at any time with our discretion. Daily and per item dollar limits may vary and are subject to change at the discretion of the Bank.

Fees. Depending on the type of account(s) you have with Fidelity Bank, there may be a fee to use this service. If applicable, you agree to pay the fee for the Service as set forth in our fee schedule which may be changed from time to time. Internet data usage rates may apply from your Internet service provider or mobile carrier. **We may, upon at least 30 days prior notice to you, to the extent required by applicable law, change a fee for use of the Deposit Services. If you continue to use the Deposit Services after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time.**

Any applicable fees for the Deposit Services may be changed by us at our discretion at any time upon at least 30 days prior notice to you, to the extent required by applicable law. If the account that you designated for the deposit and fee is closed or does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.

Mobile Deposit Service Fee Schedule

As of 3/21/2019 - subject to change at any time; any required notice will be provided.

- Fee per deposit: \$0
- Number of checks allowed per deposit: 1
- Daily standard deposit limit: \$5,000 per business day
- Daily deposit cutoff time: 5:00 p.m. Eastern time

Errors. You agree to notify the Bank of any suspected errors regarding items deposited through the Deposit Services right away, and in no event later than 30 days after the applicable Bank account statement is sent. Unless you notify the Bank within 30 days, such statement regarding all deposits made through the Deposit Services shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error. You can contact us by calling or visiting a branch, or by calling 1-855-547-1385.

Errors in Transmission. By using the Deposit Services you accept the risk that an item may be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in the Bank’s sole discretion subject to the “Deposit Account Agreement and Disclosures governing your account.

Mobile Deposit Unavailability. Fidelity Bank Mobile Deposit may be temporarily unavailable due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and/or Internet software. In the event that Fidelity Bank Mobile Deposit is unavailable, you may deposit original checks at any Fidelity Bank branch location.

Cooperation with Investigations. You agree to cooperate with the Bank in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Deposit Services in your possession and your records relating to such items and transmissions.

User warranties and indemnification. You warrant to the Bank that:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or represent the original item.
- All information you provide to the Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.

You understand and agree that you are required to indemnify us and all of our affiliates, officers, employees and agents and hold us and all of our affiliates, officers, employees and agents harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising from your use of Fidelity Bank Mobile Deposit and/or any breach of the terms and conditions of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners and hold harmless their affiliates, officers, employees and agents against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to us or your use of Fidelity Bank Mobile Deposit or our technology partners' applications relating thereto, unless such claim directly results from an action or omission made by our technology partners in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF FIDELITY BANK MOBILE DEPOSIT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF FIDELITY BANK MOBILE DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT FIDELITY BANK MOBILE DEPOSIT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED USING FIDELITY BANK MOBILE DEPOSIT WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN FIDELITY BANK MOBILE DEPOSIT OR ANY OF THE TECHNOLOGY RELATED THERETO WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF, FIDELITY BANK MOBILE DEPOSIT REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Amendments and Termination: We may restrict and/or cancel, without prior notice, your ability to use the Fidelity Bank Mobile Deposit system if we notice any suspicious activity or if you do not use the Deposit Services for a period of 90 days or more. You may terminate this service anytime by sending a written request by electronic mail to: info@fidelitybanknc.com, or by contacting any Fidelity Bank branch location. Termination by either party will not affect your obligations under this Agreement, even if we allow a transaction to be completed after the termination of this Agreement. Fidelity Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Deposit Services. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Agreement. You will be deemed to accept any changes to this Agreement if you continue to maintain and use Fidelity Bank Mobile Deposit after you have received any required notice, if applicable.

Governing Law. This Agreement is governed by, and shall be construed in accordance with the laws of the state of North Carolina without regard to the conflict of laws principles thereof.

<https://www.fidelitybanknc.com/home-page/privacy-statement/>

Fingerprint Login for Mobile Banking.

Fingerprint Login is an optional fingerprint sign-in method for Fidelity Bank Mobile Banking that may be available for certain Apple® (via Touch ID™) and Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device.). Fingerprints are stored on your device only and Fidelity Bank never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Fidelity Bank Mobile Banking. Fidelity Bank reserves the right to suspend or disable this feature at any time. Fingerprint Login 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 standard login credentials (e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within Fidelity Bank Mobile Banking.

Apple and Touch ID are trademarks of Apple Inc. Android is a trademark of Google Inc.