

Mobile Banking Terms and Conditions. (rev 7/2019)

- a. Program: The Fidelity Bank offers our customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (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 with The Fidelity Bank 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 Financial Institution's 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 ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.
- b. Questions: You can contact us at info@fidelitybanknc.com or 1-855-547-1385, or send a text message with the word "HELP" to this number: 31727. 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: 31727. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- d. The Services and/or Software may not be available at any time for any reason outside of the reasonable control of Financial Institution or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of the Services, The Fidelity Bank 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 the Services or Software (collectively "User Information"). The 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 the Services 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. The Fidelity Bank and its affiliates and service providers also reserve the right to monitor use of the Services and 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.

Use of Google Maps. You agree to abide by (1) the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and (2) the Google Legal Notices found at http://www.google.com/intl/en-us/help/legalnotices_maps.html, or other URLs as may be updated by Google.

The Fidelity Bank Mobile Deposit Agreement (rev 7/2019)

PLEASE CAREFULLY REVIEW THESE TERMS AND CONDITIONS BEFORE PROCEEDING:

This Mobile Deposit Agreement (the "Agreement") is entered into by The Fidelity Bank ("Fidelity Bank") and you (the "Consumer"). The Agreement governs your use of the Mobile Deposit Service offered by Fidelity Bank (the "Service"). By enrolling to use the Service, you agree to be bound by the terms and

conditions contained in 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.

1. Description of Service. Mobile Deposit allows you to deposit money into certain Fidelity Bank accounts with your mobile device camera using the Mobile Application or “Mobile App”. To use Mobile Deposit, you must be a Fidelity Bank account holder and have agreed to the Online Banking and Mobile Banking User Agreements. You may transmit deposits to us electronically only from a mobile capture device located in the United States.
2. 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.
3. Equipment. To use Mobile Deposit, you must have a supported mobile device, such as a smartphone or tablet that is compatible with the Mobile Deposit App. The device must have a camera and a supported operating system, a data plan, and the downloaded App. We do not guarantee that all mobile devices and operating systems are compatible with the Service.
4. Types of Checks. You can only deposit checks using Mobile Deposit; however, there are some checks that you cannot deposit. These include:
 - a. Checks payable to any person or entity other than you, or to you and another party.
 - b. Checks containing any alteration of which you know or believe to be fraudulent or not authorized by the owner of the account on which the check is drawn.
 - c. Checks that are not in original form with an original signature, such as substitute checks or remotely created checks.
 - d. Checks drawn on a financial institution located outside the United States.
 - e. Checks not payable in United States currency.
 - f. Checks or items on which a stop payment order has been issued or for which there are insufficient funds.

- g. US Postal Money Orders, MoneyGram, other Money Orders and US savings bonds.
- h. Traveler's Cheques.
- i. Convenience checks or checks drawn on a line of credit.

5. Receipt of Deposits. We reserve the right to reject any check transmitted through the Service, at our discretion, without liability to you. Fidelity Bank is not responsible for processing or transmission errors that may occur, or for deposited items that we do not receive.

6. Cut-Off Times for Deposits. Deposits sent using Mobile Deposit may be "submitted" any time of day, weekend, or holiday. However, deposits received by us after the daily cut-off time for electronic deposits will be deposited the next business day, provided that the deposit meets all requirements. Deposits submitted on holidays or weekends will also be deposited the next business day, provided all requirements are met. The daily cut-off time for electronic deposits is 5:00 p.m. Eastern time and is subject to change without notice to you.

7. Availability of Funds Deposited. Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. We will mail you a notice the day after we receive your deposit or the day after we make the decision to delay the availability of funds and tell you when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- a. There are problems with the check image transmitted or the check appears to be a duplicate.
- b. We believe a check you deposit will not be paid.
- c. You deposit checks totaling more than \$2,500 on any one business day.
- d. You redeposit a check that has been returned unpaid.
- e. You have overdrawn your account repeatedly in the last six months.
- f. There is an emergency, such as failure of communications or computer equipment.

In certain limited circumstances, the first \$200 will be available the day after your deposit. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available.

SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from cashier's, certified, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the check must be payable to you.

Funds from the deposit of all other checks will be available by the seventh business day after the day of your deposit.

HOLDS ON OTHER FUNDS

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you have deposited.

8. Image Quality. The front and back images of an item transmitted to us must be legible. Items with poor image quality may delay the deposit process, and you may be instructed to deposit the check using other methods. You agree that we shall not be liable for any damages resulting from items with poor image quality, including those related to rejection of, or the delayed or improper crediting of such a check, or from any inaccurate information you supply regarding the check or item.

9. Errors. You must notify us of any errors, or suspected errors, related to the items deposited through the Service as soon as possible after they occur, and in no event later than 30 days after the related account statement is sent. You can contact us by calling or visiting a branch, or by calling 855-547-1385. Unless you notify us within 30 days, the account statement containing the deposits made through the Services is deemed correct, and you cannot bring a claim against us for any alleged errors.

10. Deposit Limits. We may establish limits on the number of checks and/or the total amount of checks deposited using Mobile Deposit (see fee schedule). These limits may change from time to time without notice. Items transmitted that exceed your limits may result in a rejection of the deposit.

11. Endorsements. You agree to restrictively endorse any item transmitted through Mobile Deposit with the signature of payee and by designating the item as "For Mobile Deposit Only Fidelity Bank" or as otherwise instructed by us.

12. Destruction of Original Check. Upon confirming that you received full credit for the check deposited, you must destroy the check by shredding or other means, or clearly mark "VOID". This prevents the check from being presented for deposit another time. You agree never to re-present to us or any other party a check or item that has been deposited through the Service. You will be liable for checks that are presented and/or deposited more than once.

13. Indemnity. You warrant to Fidelity Bank that:

a. You will only transmit eligible checks and items that you are entitled to, and ensure that all checks and items include all required signatures.

b. Images will meet Fidelity Bank's image quality standards.

- c. You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.
- d. You will not deposit or re-present the original check for deposit.
- e. All information you provide to us is accurate and true, and all transmitted images accurately reflect the front and back of the check.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.
- g. You will use the Services only for your own deposits.

You agree to indemnify and hold harmless Fidelity Bank from any loss for breach of this warranty provision or the terms of this Agreement.

14. **Security of Your Mobile Device.** You are responsible for (i) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number (s), login information, and any other security or access information, used by you to access the Service, and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service. You agree not to supply your Access Information to anyone and to immediately notify us if you become aware of any loss, theft or unauthorized use of any access information, including your Mobile Devices. We reserve the right to deny you access to the Service if we believe that any loss, theft or unauthorized use of access information has occurred.

15. **Limitations.** When using Mobile Deposit, you may experience technical or other difficulties that are outside the control of Fidelity Bank. We are not responsible for damages that you may incur as a result of these difficulties or unavailability of the Service.

16. **Changes to the Service.** We reserve the right to terminate, modify, add and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Service will constitute your acceptance of and agreement to such changes. Maintenance to the Service may be performed from time to time, resulting in interrupted service, delays or errors in the Service and we shall have no liability for any such interruptions, delays or errors.

17. **Termination.** We may turn off the service to you if you have not signed into Mobile Banking for 90 days, if we suspect fraud, if you misuse Mobile Deposit, have excessive overdrafts or returned items or for other reasons at our sole discretion.

18. **Ownership and License.** You agree that Fidelity Bank and its Third Party Service Providers, including Fiserv Solutions, Inc., retain all ownership and proprietary rights in the Service, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the Service, including the App. You may use the Service only for your own benefit. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the App or any

other part of the Service, in any manner contrary to the terms of this Addendum, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

19. Third Party Beneficiary. You agree that our Third Party Service Providers, including Fiserv Solutions, Inc., may rely upon the provisions of this Agreement, including its disclaimer of warranties and any limitations of liability and that such Third Party Service Providers are, for the purpose of this Agreement, third party beneficiaries to this Agreement with the power to enforce this Agreement.

20. Liability. WE ARE ONLY RESPONSIBLE FOR PERFORMING THE SERVICE AS EXPRESSLY STATED IN THIS ADDENDUM. THERE IS NO GUARANTEE THAT ACCESS TO THE SERVICE WILL BE AVAILABLE AT ALL TIMES, AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS THE SERVICE. THE SERVICE IS PROVIDED "AS IS" AND, EXCEPT AS PROHIBITED BY LAW, WE AND OUR THIRD PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICE, APP, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS. IN NO CASE SHALL FIDELITY BANK OR ANY OF OUR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS ADDENDUM, THE APP, THE SOFTWARE, THE EQUIPMENT OR THE SERVICE WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, FIDELITY BANK AND OUR THIRD PARTY SERVICE PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Mobile Deposit Fee Schedule

(as of December 11, 2013)

(subject to change at any time; any required notice will be provided)

- Fee per deposit: \$0
- Number of checks allowed per deposit: 1
- Daily deposit limit: \$2,500 per business day
- Daily deposit cutoff time: 5:00 p.m. Eastern time

Touch ID™ for Mobile Banking.

Touch ID is an optional fingerprint sign-in method for The Fidelity 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).

Fingerprints are stored on your device only and The Fidelity 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 The Fidelity Bank Mobile Banking. The Fidelity 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 The Fidelity Bank Mobile Banking.

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

Fingerprint Login for Mobile Banking

Fingerprint Login is an optional fingerprint sign-in method for The Fidelity Bank Mobile Banking that may be available for certain 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 The 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 The Fidelity Bank Mobile Banking. The 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 does not 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 The Fidelity Bank Mobile Banking.

Android is a trademark of Google Inc.

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 The Fidelity 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 The Fidelity 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 The Fidelity 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 you accept additional terms and conditions applicable thereto.

5. To the extent this Mobile Banking App allows you to access third party services, The Fidelity 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.

The Fidelity 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 The Fidelity 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 Fidelity 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 The Fidelity 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. The Fidelity 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 Fidelity 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 31727 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 The Fidelity 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 31727. In case of questions please contact customer service at 1-855-547-1385. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, and MetroPCS.

Limitations. The Fidelity 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 The Fidelity Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold The Fidelity 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.fidelitybanknc.com/online/privacy-statement/>

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, The Fidelity 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. The 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, 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.