



## Mobile Banking General Terms & Conditions

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Please read the following terms and conditions carefully. By utilizing the **TRANSPICOS BANKS's** Mobile Banking Services, you agree to the terms and conditions stated below and all terms, conditions and disclosures provided to you regarding these services and your account(s). You agree to have a legal and/or moral obligation by these terms and conditions and accept them in full. These terms may be modified by the **TRANSPICOS BANKS SSB** at the Bank's discretion. The Bank recommends that you print a copy of these General Terms & Conditions for your records.

**Warranties** - Although the **TRANSPICOS BANKS SSB** strives to provide accurate information, names, images, pictures, logos, icons, documents, and materials (collectively, the "Contents") for Mobile Banking Services, it makes no representation, endorsement or warranty that such Contents are accurate or suitable for any particular purpose. Mobile Banking Services and the contents are provided on an "as is" basis. Use of the service and its contents are at the user's sole risk. The service and its contents are provided without any representations, endorsements, or warranties, either express or implied, including, but not limited to, any warranties of title or accuracy and any implied warranties of merchantability, fitness for a particular purpose, or non-infringement, with the sole exception of warranties (if any) which cannot be expressly excluded under applicable law. The Bank also makes no representations, endorsements, or warranties, either expressed or implied, with respect to any service operated by a third party.

**Limitation of Liability** – The **TRANSPICOS BANKS SSB** and/or its subsidiaries, affiliates, contractors, or their respective employees will not be held liable for any damages, including, without limitation, indirect, incidental, special, consequential or punitive damages, whether under a contract, tort or any other theory of liability, arising in connection with any party's use of the service or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line system failure, loss of data, or a loss of use related to this service or any service operated by any third party or any contents of this service or any other service.

**Limitation of Liability for Mobile Banking Transactions** - If you believe your mobile Banking login username or password has been compromised or if someone has transferred money from your account without your permission, the best way to minimize your loss is to call the Bank immediately. The unauthorized use of your Mobile Banking Services could cause loss to money in your accounts, in addition to any amount available under your overdraft protection plan.

You will have no liability for unauthorized transactions if you notify the Bank within 60 days after the statement showing the transaction has been mailed to you (or 90 days if the transaction was from an account maintained at another financial institution). If you do not, you may not get back any of the money



you lost from any unauthorized transaction that occurs after the close of the 60-day period (or 90 day period if the transaction was from an account maintained at another financial institution), if we can show that we could have stopped the transaction if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

If you provide someone your mobile Banking username and password, you are authorizing that individual to use your service, and you are fully responsible for all transactions that individual performs while using your service. All transactions that an individual performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the individual is no longer authorized, then only the transactions that individual performs after the time you notify the Bank are considered unauthorized.

**Bank Liability for Failure to Complete Transactions – If the Bank does not complete a transaction to or from your account in a timely manner, or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, some exceptions may apply:**

- If you do not have sufficient funds available in your account (or available funds under your overdraft protection plan), or credit to cover the transaction or transfer requested.
- If Mobile Banking Services were not properly working, and you were aware of the malfunction when you initiated the transaction or transfer.
- If circumstances beyond the Bank's control (i.e., fire, flood, natural disaster) prevented the transaction or transfer, despite reasonable precautions taken.
- If there are processing delays by the Payee.

**Scope of Service** – The contents included in the Mobile Banking Services are solely for the personal use of account users. You may not copy (other than a copy for personal records), modify, distribute, transmit, display, perform, reproduce, transfer, resell, or republish any of the Contents without the prior written consent of the Bank. Mobile Banking Services are provided complimentary as an add-on feature for account holders; the Bank has the right to charge for possible mobile services in the future. The Bank recommends consulting with your wireless provider regarding your plan's details relating to applicable email, text and data rates. In addition, please check the system requirements for participation.

**Personal Information** - You are aware and agree that the Bank, at its discretion, may record any and all information, instructions, or transactions relayed from your mobile device (s) to the Bank or through intermediaries and to the mobile device (s) from us and/or from intermediaries and collect and store the information in a form and manner as deemed necessary and appropriate.

You acknowledge that in connection with your use of **TRANSPICOS BANKS SSB** Mobile Banking Services, and its affiliates and service providers, they may receive and share names, domain names, addresses, passwords, telephone and phone numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Bank's Mobile Banking Services or software (collectively "User Information").

The 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 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. You agree not to use the Bank's Mobile Banking Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose. You further agree that your use of the services and software will 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 U.S. Export Administration Regulations.

Any transmission to the Bank's Mobile Banking Services, including E-mails shall be deemed and remain the property of the Bank. Please do not use E-mail to send the Bank communications which contain confidential information, or require immediate attention. Please call 1.877.445.9550 or send written communications to:

**TransPecos Banks**  
**ATTENTION: MOBILE BANKING CUSTOMER SERVICE**  
**112 E Pecan St. Suite 800, San Antonio, Texas 78205**

**Links to Other Services** – The Bank may establish links between Mobile Banking Services and other services operated by third parties. The Bank has no restraint over other third party services or the contents therein. The existence of any such links shall not constitute an endorsement by the Bank.

**Modifications** – The Bank may at any time make modifications, changes, and alterations to the Contents of this service, including these Terms and Conditions, without prior notice. You are responsible for regularly reviewing these terms and conditions. Your continued use of Mobile Banking Services following any modifications, changes, or alterations shall constitute your acceptance of such modifications, changes, or alterations.

**Governing Law** - These Terms and Conditions shall be governed by and construed in accordance with the law of the state of **Texas**, without regard to the conflict of laws thereof, and to the laws of the United States.

**Venue** – Any disputes arising from the use of the Bank's Mobile Banking Services shall be exclusively subject to the jurisdiction of any federal or state court for the state of Texas.



## **DESCRIPTION OF MOBILE BANKING SERVICES**

**Account Statements**

**Business Days Canceling Transfers and Payments**

**Changes to Agreement**

**Contact by the Bank or Affiliated Parties**

**Internal and External Account Transfers**

**Joint Accounts**

**Limitations and Dollar Amounts for Transfers and Payments**

**Other Terms and Conditions**

**Reporting Unauthorized Transactions Service Hours**

**Transfers to and from Money Market Deposit Accounts**



## Mobile Banking General Terms & Conditions Frequently Asked Questions

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### **Q: What Does This Agreement Cover?**

**A:** This Agreement between you and the TRANSPICOS BANKS SSB governs the use of Mobile Banking services. These services permit the Bank's customer/members (consumers, sole proprietors and other business customers/members) to perform a number of banking functions on accounts linked to the service through the use of a mobile device or mobile smart telephone, including some credit card accounts and investment accounts with Bank affiliates. Unless indicated otherwise by the context, "linked accounts" refers to all of your accounts with the Bank or its affiliates that you have linked to Mobile Banking Services.

### **Q: How Do I Accept This Agreement?**

**A:** When you use any of the Mobile Banking services described in this Agreement, or authorize an individual(s) to use them, you agree to the terms and conditions of the entire Agreement.

### **Q: How Does This Affect Other Agreements?**

**A:** By utilizing the Bank's Mobile Banking Services it may also inadvertently affect other agreements between Bank and your linked accounts. When you link an account to Mobile Banking Services, it does not alter the agreements you already have with the Bank for that account. Similarly, when you use Mobile Banking Services to access a credit account, you do so under the terms and conditions the Bank provided you in the agreement and disclosure for the credit account. The Bank recommends that you review all agreements for any applicable fees, for limitations on the number of transactions you can conduct, and for any other restrictions that may affect your use of an account with Mobile Banking Services.



## Mobile Banking Frequently Asked Questions

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### Q: What is Mobile Banking?

A: Mobile Banking allows you to access all accounts available via Online Banking from your mobile device.

### Q: Is There A Fee For Mobile Banking?

A: Mobile Banking Services are complimentary to all Bank customers actively enrolled in Online Banking. However, the Bank recommends checking with your wireless provider regarding applicable data and text message charges. Please check with your wireless provider for complete details.

### Q: What Services Are Offered Under Mobile Banking?

A: Mobile Banking Services allows you to:

- Perform basic services such as changing your Mobile ID and Mobile passcode, **PERSONALIZING THE MOBILE SMART APPLICATION.**
- View current balance information for your personal and/or linked accounts.
- Review available transactions for your accounts.
- Transfer funds between your internal accounts on either a one-time or recurring basis, **INCLUDING A PAYMENT TO AN INSTALLMENT LOAN OR MORTGAGE.**
- **PAY BILLS AND EXTERNAL PAYEES AS DEFINED BY THE CAPABILITIES OF THE MOBILE BILL PAY SERVICES.**
- View contact telephone numbers and additional contact details.
- View account alerts and notifications.
- View branch locations.
- View public information such as 'about us' and contact information.

❖ **NOTE:** Some of the services listed above may not be available for certain accounts or customers.



## Mobile Banking Best Practices

The following are some best practices when using our Mobile Banking App.

Protecting the security of your money and identity is our priority. Let's work together to protect it. Your mobile phone is much more than just a phone; it's a computer in your pocket. So it is crucial that you don't leave your phone lying in public areas. Use mobile phone security software (eg. Antivirus and Malware) and patch updates to protect yourself against viruses, hackers, thieves and other. The following list includes a few items to help you better protect yourself:

- Download the TransPecos app, as well as all your mobile applications, only from trusted sources.
- Keep your mobile device operating system and applications up to date.
- Password protect your mobile device using a PIN, Password, Pattern, Fingerprint, or other authentication offered by your mobile device. One tip for creating strong, easy to remember passwords is to use phrases or sentences that include numbers, reduced down to abbreviations.
- Change your password often.
- When you are finished accessing your online accounts or social networks, make sure to LOG OUT.
- Create an automatic screen-lock feature on your mobile device to lock the device when it is not being used.
- Ensure your home wireless network is configured to use Wi-Fi Protected Access II (WPA2) Wireless Security Technology.
- Do not use public Wi-Fi hotspots to access Online Banking or Mobile Banking. Many public Wi-Fi areas are not encrypted and are prime targets for hackers to access information. If you are accessing any type of personal information, be cautious and try to avoid apps and webpages that can identify you.
- Consider using tools that allow you to remotely wipe your mobile device if it is lost or stolen.
- Do not configure your mobile applications for auto-login capability.
- Notify TranPecos Banks immediately if your mobile devices is lost or stolen.