



## MOBILE BANKING GENERAL TERMS & CONDITIONS

Please read the following terms and conditions carefully. They govern your access and use of this mobile application. By accessing or using this Service, you agree to be bound by these Terms and Conditions and accept them in full, as they may be modified by Bank of Franklin County from time-to-time and posted on this service.

**No Warranties:** Although Bank of Franklin County attempts to provide accurate information, names, images, pictures, logos, icons, documents, and materials (collectively, the "Contents") on the Service, it makes no representation, endorsement, or warranty that such Contents are accurate or suitable for any particular purpose. The Service and its contents are provided on an "as is" basis. Use of the Service and its contents is at the user's sole risk. The Service and its contents are provided without any representations, endorsements, or warranties of any kind whatsoever, 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. As noted below, Bank of Franklin County also makes no representations, endorsements, or warranties, either express or implied, with respect to any service operated by a third party.

**Finally without limitation as to the foregoing, in regard to Limitation of Liability:** In no event will Bank of Franklin County or its subsidiaries, affiliates, contractors, or their respective employees be 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 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, even if Bank of Franklin County is aware of the possibility of such damages.

**Use of SERVICE:** Contents are included in this Service solely for the personal use of Service users. You may not copy (other than a copy for personal use), modify, distribute, transmit, display, perform, reproduce, transfer, resell, or republish any of the Contents of this Service without the prior written consent of Bank of Franklin County, which may be withheld at its sole discretion.

**Copyrights and Other Intellectual Property:** Except where otherwise expressly noted or as noted below, all Contents of this Service, including the graphics, icons and overall appearance of the Service, are the sole and exclusive property of Bank of Franklin County. The posting of the contents of this Service neither constitutes a waiver of any of Bank of Franklin County's proprietary rights or any other party's proprietary rights, including but not limited to, copyrights, trademarks, service marks, patents, and other intellectual property, nor a transfer by implication, estoppel, or otherwise of any such rights or of any license to the Service user or to any third party. Contents of this Service are protected by United States and International copyright laws, both as individual works and as a collection and by United States and International trademark laws. You agree not to delete any copyright, trademark or similar notice from any Contents you obtain from the Service.

The display of third party trademarks within this Service does not grant a license of any kind to the reader. Any downloading of material contained in the site or of any site linked to the site may be a violation of federal trademark and copyright laws. Any downloading of contents of this Service or any service linked to this Service may be a violation of federal and other trademark laws and federal copyright laws.

**Links to Other Services:** Bank of Franklin County may establish links between this Service and one or more services operated by third parties. Bank of Franklin County has no control over any such other services or the contents therein. The existence of any such links shall not constitute an endorsement by Bank of Franklin County of such services, the contents of the services, or the operators of the services.

**Transmissions to and from this Service:** Except where expressly indicated otherwise, transmissions to and from this Service or directed to Bank of Franklin County, including E-mails, are not sent in a secure form and can be intercepted by third parties and may not be immediately received by the appropriate business unit at Bank of Franklin County. Please do not use E-mail to send us communications which contain confidential information, which we require to be in writing, or that needs our immediate attention. Please call (877)584-6600 or (636)239-6600 or write us at this address: Bank of Franklin County, 900 East Eighth Street, Washington, MO 63090 Attention: Mobile Banking Customer Service. Any transmission to this Service,



including E-mails shall be deemed and remain the property of Bank of Franklin County. Bank of Franklin County shall be free to use, for any purpose, any ideas, concepts, know-how, or techniques provided by a Service user to Bank of Franklin County through this Service.

**Modifications:** Bank of Franklin County 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 this Service 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 *Missouri*, without regard to the conflict of laws thereof, and to the laws of the United States.

**Venue:** Disputes arising from the use of this Service shall be exclusively subject to the jurisdiction of any federal or state court as determined by Bank of Franklin County.

**Severability:** To the extent any portion of these Terms and Conditions is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms and Conditions, as so modified, shall remain in full force and effect.

**Waiver:** No waiver by Bank of Franklin County of any right under or term or provision of these Terms and Conditions will be deemed a waiver of any other right, term, or provision of these Terms and Conditions at that time or a waiver of that or any other right, term, or provision of these Terms and Conditions at any other time.

**Service Contact:** You may contact Bank of Franklin County by phone at:  
**636-239-6600 or 877-584-6600**

## **CUSTOMER SPECIFIC GENERAL TERMS AND CONDITIONS**

### **General Description of Mobile Banking Service Agreement**

#### **What Does This Agreement Cover**

This Agreement between you and Bank of Franklin County governs the use of Mobile Banking services. These services permit Bank of Franklin County customers to perform a number of banking functions on accounts linked to the service through the use of a mobile device or mobile smart telephone. Unless indicated otherwise by the context, "linked Bank of Franklin County accounts" or "linked accounts" refers to all of your accounts with Bank of Franklin County that you have linked to Mobile Banking solution.

#### **Accepting the Agreement**

When you use any of the Mobile Banking services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

#### **Relation to Other Agreements**

Your use of Mobile Banking services may also be affected by the agreements between us for your linked Bank of Franklin County accounts. When you link an account to Mobile Banking services, you do not change the agreements you already have with us for that account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with Mobile Banking services.

## **MOBILE BANKING SERVICES**

### **Mobile Banking for Consumers and Businesses**

You may use Mobile Banking to:

- View current balance information for your linked Bank of Franklin County accounts.
- Review available transactions for your linked accounts.





- View branch locations.
- View contact telephone numbers and additional contact details.
- View public information such as 'about us' and contact information.
- Perform basic services such as changing your Mobile Password and personalizing the mobile application.\
- Transfer funds between your linked internal Bank of Franklin County accounts

Some of the above services may not be available for certain accounts or customers.

## **Description of Mobile Banking Services**

### **Internal Account Transfers**

#### Processing of Transfer Requests

- One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals.
- One-time immediate transfers can be made from a linked Bank of Franklin County checking, savings or money market to most linked Bank of Franklin County accounts.
- Scheduled transfers can be made from a linked Bank of Franklin County checking, savings or money market account to a linked checking, savings or money market account.
- Transfers from a deposit account are immediately reflected in the account's available balance.

#### Scheduled Transfers

- Transfers scheduled for a weekend or a non-bank business day will be processed on the prior bank business day. All other scheduled transfers will be processed from the funding account at the beginning of the business day requested.

#### Transfers to Deposit Accounts

- Transfers to a Bank of Franklin County checking account made after 10:45 p.m. as described above on a business day but before 11:59 p.m. will be included in the balance we use to pay transactions that night. This process may impact when fees apply to your account. Credits can help you avoid overdrafts, returned items and related fees. However, debits may cause you to incur overdrafts, returned items and related fees. Please note that although these transfers are included in the balance we use to pay transactions that night, they will appear with our next business day's date in the deposit account transaction history.
- Please note, transfers to any deposit account on a Saturday, Sunday or bank holiday, will appear with our next business day's date in the deposit account transaction history.
- All transfers submitted to a deposit account (such as checking, savings, money market) are immediately reflected in the account's available balance.

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

Transfers made using Mobile Banking are subject to the following limitations:

- Transfer limits may be subject to temporary reductions to protect the security of customer accounts and/or the transfer system.
- At Bank of Franklin County's discretion, we may refuse to process any transaction that exceeds any limits. In this case, you are responsible for making alternate transfer arrangements.



### **Transfer Authorization and Sufficient Available Funds**

- You authorize Bank of Franklin County to withdraw, debit or charge the necessary funds from your designated account in order to complete all of your designated transfers.
- You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal.
- The completion of a transfer is subject to the availability of sufficient funds at the time the transaction is posted. If enough funds to complete the transfer are not available, we may either (i) complete the transaction and overdraw the account or (ii) refuse to complete the transaction. In either case, we may charge a non-sufficient funds (NSF), returned item, overdraft, or similar fee. Please refer to the applicable account agreement and fee schedule for details.
- At our option, we may make a further attempt to process the transfer request.
- Bank of Franklin County is under no obligation to inform you if it does not complete a transfer because there are non-sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the transfer.

### **Canceling Transfers**

#### Transfers

- You cannot cancel a one-time immediate transfer after it has been submitted in Mobile Banking and the information has been transmitted to us.
- Future-dated transfers can be canceled prior to midnight CT on the bank business day prior to the date the transfer is scheduled to be made. If the transfer's status is In Process or Processed, you can no longer cancel it. After you cancel a future-dated transfer, the status changes to Canceled. Canceled transfers remain under Review Transfers.

#### Alternative Method

Note: The easiest and most convenient way to cancel a transfer is through the method described above. However, you may request to cancel a scheduled transfer by calling us at:

(636)239-6600 or (877)584-6600

We must receive your request three (3) bank business days or more before the transfer is scheduled for processing. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you call or write to cancel a transfer that is pending, you will be charged for a stop payment in accordance with the agreement for the appropriate linked account.

### **OTHER TERMS AND CONDITIONS**

#### **Equipment and Technical Requirements**

You are responsible for maintaining all internet connections, browsers, hardware and software that are necessary to access Mobile Banking. We will not be responsible for any errors, deletions or failures that occur as a result of any malfunction of your mobile device or software, nor will we be responsible for any malware that affects your mobile device or the software while using Mobile Banking. Any costs or fees associated with obtaining mobile devices and internet access are solely your responsibility.

The Android mobile banking application requires version 2.2 or higher and the iPhone application requires iOS 5 and higher. The web mobile banking app requires a web enabled mobile device.

#### **Security Procedures**

Mobile Banking SmartApps use 128-bit data encryption on all data flowing from the SmartApp to the Mobile Banking management infrastructure. The encrypted data flows via the cell phone carrier networks to the internet. The cell carriers support the ability to encrypt data at 128-bit from the mobile device to the cell tower and subsequently throughout their network. Standard internet Public-Private-Keys (PPK) is used to establish an encrypted connection between the SmartApp and the Mobile Banking infrastructure. All SSL certificates must be up-to-date for the Bank. The SmartApp and mobile device must



be able to handle 128-bit encryption. Data is also encrypted (128-bit) when communicated from the Mobile Banking infrastructure to the Bank's core banking system (where direct interfaces are required).

Each individual who has access to Bank of Franklin County's Mobile Banking services, including each individual named on joint accounts, must designate a Username and Password. Your Password must be a minimum of 8 characters which must consist of at least one numeric character and at least one alpha character. For example, your Password may be: 123signup. It is recommended that you change your Password periodically to enhance security. A temporary Password may be issued to you for security purposes. You understand that this Password will be used only the first time you access the service, and you will be required to choose a new Password to use in subsequent sessions.

You must keep your Password confidential; you agree not to disclose or make available the Password to anyone. Further, you understand that you are responsible for the safekeeping of your Password, and you agree to change your Password when it becomes known to anyone else. You may change your Password at any time by selecting "Change Password" in the "New Mobile User" section of the login screen.

The security procedures described above are not implemented for the purpose of detecting errors in your instructions. You represent that you have considered the security procedures of the Mobile Banking service and find that the security procedures are commercially reasonable for verifying that a transfer or other communication purporting to have been issued by you is, in fact, yours. In reaching this determination, you have considered the size, type, and frequency of transfers or other communications that you anticipate issuing within the Bank. You agree to be bound by any instruction issued by you, and received and verified by us in accordance with these security procedures. In addition, you agree to indemnify and hold us harmless from and against any loss suffered or liability incurred by, or arising from, the execution of instructions in good faith and in compliance with such security procedures.

If these Mobile Banking security procedures are not, in your judgment, commercially reasonable, you must inform us within 30 days of registering for the service. If the size, type, or frequency of your transfers change, and the result is that the Mobile Banking security procedures cease to be commercially reasonable, you must also inform us within 30 days of such change. In either such case, we will terminate your access to Mobile Banking.

### **Monthly Service Charge**

Except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees, there is no monthly service charge for accessing your linked accounts with the Mobile Banking service.

### **Other Charges**

In addition to the fees already described in this Agreement, you should note that depending on how you access Mobile Banking you might incur charges for:

- Normal account fees and service charges.
- Any Internet service provider fees.
- Purchase of computer programs such as Personal Financial Management (PFM) software.
- Transfers made through Mobile Banking services from a savings or money market account may result in an excess transaction fee. See your savings or money market account for details.
- Additionally, fees may be assessed for added self-service features available through Mobile Banking customer service, such as stop payment requests, check copy orders and account statement copy orders. For additional information, please see the applicable Deposit Agreement.
- An NSF-fee, returned item, overdraft or similar fee may also apply if you schedule transfers and your available balance is not sufficient to process the transaction on the date scheduled.
- We may charge you a research fee of \$25.00 per hour for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. This fee will be waived if we determine that an error occurred.

### **Service Hours**

Mobile Banking services are available 365 days a year and 24 hours a day, except during system maintenance and upgrades. A New Accounts Representative is available to speak with from 8:00 a.m. to 5:00 p.m. CT Monday through Thursday, 8:00 a.m. to 6:00 p.m. on Fridays and 8:00 a.m. to Noon on Saturdays excluding bank holidays. You may also write us at:



Bank of Franklin County  
900 East 8<sup>th</sup> Street  
Washington, MO 63090

### **Business Days**

For Mobile Banking services, our business days are Monday through Friday, excluding bank holidays.

### **Canceling Your Mobile Banking**

The Mobile Banking Agreement will remain in effect until it is terminated by you or Bank of Franklin County. You may cancel your service at any time by notifying us of your intent to cancel in writing or by calling a New Accounts Representative at (636)239-6600 or (877)584-6600. This cancellation applies to your Mobile Banking services, and does not terminate your Bank of Franklin County deposit or credit accounts. If you choose to cancel your Mobile Banking services, any unprocessed transfers will be canceled. We recommend that you cancel any scheduled transfers prior to notifying us that you are discontinuing the service. Bank of Franklin County will cancel any scheduled transfers within two (2) bank business days from the date we receive your request to discontinue the service. If you close your primary checking account, or if it's no longer linked to your service, your Mobile Banking service will end, and any unprocessed transfers will be canceled. We may terminate your participation in Mobile Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obliged to do so.

### **Joint Accounts**

When your Mobile Banking service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer.

### **Changes to Agreement**

We may change this agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail or electronic message. If you initiate any transfer of funds or bill payment through your Mobile Banking after the effective date of a change, you indicate your agreement to the change.

We may terminate your participation in Mobile Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obliged to do so.

### **Use of External Email Address**

With Mobile Banking services we may send messages to your external email address and notify you that responses to your inquiries are available, or as otherwise described within the Mobile Banking services. We cannot act on instructions sent by you from an external email address. If, for any reason your external email address changes or becomes disabled, please contact Bank of Franklin County immediately so that we can continue to provide you with automated messages. You may notify us of any changes to your external email address by calling the Bank.

### **Transfers From Savings and Money Market Deposit Accounts**

Federal regulations and the deposit agreement impose limits on the number of certain types of withdrawals and transfers you can make each month from a savings and money market deposit account. You can make no more than a total of six (6) automatic or preauthorized transfers, telephone transfers, or Mobile Banking transfers from a savings or money market deposit account each monthly statement cycle (each month for savings accounts with a quarterly statement cycle).

Each transfer through the Mobile Banking services from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each statement period. Please review the deposit agreement for your account for more information.

### **Contact by Bank of Franklin County**

Neither Bank of Franklin County employee, nor any company affiliated with Bank of Franklin County will contact you via email or phone requesting your Mobile ID or Mobile Passcode. If you are contacted by anyone requesting this information, please contact the Bank immediately.

### **Errors or Questions**

In General: If you think your statement is wrong, or you need more information about a transfer listed on the statement, contact





Bank of Franklin County at 1-877-584-6600 or write us at Bank of Franklin County, Attn.: Mobile Banking Customer Service, 900 East 8th St., Washington, MO 63090.

**Procedures for Consumers:** If you are a consumer (as defined below under "Limitation of Liability for Mobile Banking Transactions"), we must hear from you no later than 60 days after the FIRST statement on which the problem or error appears that was sent or made available to you.

1. When notifying us, tell us your name and account number;
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
3. Tell us the date and dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days (20 business days if your account has been opened for 30 days or less) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involves a point-of-sale transaction or a foreign initiated transfer, or if your account has been open for 30 days or less) to investigate your complaint or question. If we decide to do this we will credit your account within 10 business days (20 business days if your account has been opened for 30 days or less) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation and may debit your account for any credit we have extended. You may ask for copies of the documents that we used in our investigation.

**Procedures for Non-Consumers:** If you are not a consumer, we must hear from you as soon as possible after the FIRST statement on which the problem or error appears.

1. When notifying us, tell us your name and account number;
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
3. Tell us the date and dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days.

We will attempt to complete our investigation within the time frames described immediately above under "Procedures for Consumers" pending completion of our investigation, however, we will not have any obligation to credit your account for the amount you think is in error unless such a credit is required elsewhere in this Agreement or in our other agreements with you or by applicable law.

#### **Disclosure of Account Information**

We may disclose information to third parties about you or your transactions in the following instances:

- When it's necessary for completing transfers, or to investigate or resolve a problem related to a transfer
- To comply with a government agency or court orders, or in connection with fraud prevention or an investigation
- If you give us your permission
- With our affiliates as permitted under Federal and applicable state laws
- On a closed account, if we reasonably believe you have mishandled it

#### **Account Statements**

We report your Mobile Banking transactions on your regular statements for your linked accounts. A description of each transaction, including the date and amount of the transaction will appear on your statement.

#### **Limitation of Liability for Mobile Banking Transactions**

**In General:** You must notify us immediately if you believe that an unauthorized person obtains or has obtained access to your Mobile Banking Password or if someone has transferred money without your permission. You understand that calling us in such cases is the best way of keeping your possible losses to a minimum. If you suspect that an unauthorized transfer may have occurred, we may require you to sign an affidavit verifying such occurrence.



When you give someone your Username and Password, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

**Liability Limits for Consumers:** If you are a consumer (that is, a "natural person") whose deposit accounts accessed through Mobile Banking were established primarily for personal, household, or family purposes, you can lose all the money in your deposit accounts accessed through Mobile Banking if you do not inform us that your Mobile Banking Password has been lost or stolen or that an unauthorized person obtains or has obtained access to your Mobile Banking Password. If you tell us within two business days after you learn of the loss, theft or unauthorized access, you can lose no more than \$50.00 if an unauthorized person used your Password to access Mobile Banking.

If you do not tell us within two business days after you learn that your Password has been lost, stolen or become known to an unauthorized person, and we can prove that you could have stopped someone from using your Password without your permission if you had told us, you can be liable for as much as \$500.00.

Also, if your statement shows electronic funds transfers that you did not make, you must notify us immediately. The Bank may require you to provide your complaint in the form of an affidavit. If you do not tell us about unauthorized transfers within 60 days after your account statement is sent or made available to you, you may not get back any money that you lose after the 60 day period if we can prove that, had you told us about unauthorized transfers on time, we could have stopped someone from taking the money.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

**Other Account-holders:** The limitations on liability described immediately above under "Liability Limits for Consumers" apply only to accounts maintained by consumers for personal, household, or family purposes. If you are an organization (such as a corporation, partnership or limited liability company) or if your deposit account was not established for personal, household, or family purposes, your liability for unauthorized use will be limited only to the extent provided elsewhere in this Agreement or in our other agreements with you or by applicable law.

**Our Liability for Failure to Complete Transactions**

If we do not complete a transaction to or from your account on time, or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable:

- If, through no fault of ours, you don't have enough available funds in your account (or available funds under your overdraft protection plan), or credit to cover the transaction or transfer
- If Mobile Banking services weren't working properly, and you knew about the malfunction when you started the transaction or transfer
- If circumstances beyond our control (such as fire or flood) prevented the transaction or transfer, despite reasonable precautions we've taken
- If a court order or legal process prevents us from making a transfer
- If there are unusual or extraordinary circumstances that indicate improper or unlawful use of your account; or
- If you have reason to believe that there has been unauthorized use of your Passcode, and you fail to notify us as set forth above
- 

There may be other exceptions not specifically mentioned.

**Contact Information:**

Bank of Franklin County  
Mobile Banking Service Dept.  
900 East Eighth Street  
Washington, MO 63090  
(877)584-6600 (636)239-6600  
Lobby Hours: Monday thru Thursday, 8:30 a.m. – 4:00 p.m.





**BANK of**  
*Franklin County*

Friday 8:30 a.m.– 6:00 p.m.  
Saturday 8:30 a.m. - Noon  
Excluding federal holidays