

## MOBILE BANKING TERMS AND CONDITIONS

Republic First Bank d.b.a. Republic Bank (“Republic Bank”) endeavors to provide you with the highest quality Mobile Banking Service (“Mobile Banking”) available. This Mobile Banking Terms and Conditions document (“Terms and Conditions”) governs the use of Mobile Banking and is incorporated by reference into the Online Banking (“Online Banking”) Agreement between Republic Bank and you. In the event of a conflict between the Terms and Conditions and the Online Banking Agreement, the Terms and Conditions will govern to the extent of the inconsistency. By accepting the Terms and Conditions or using Mobile Banking, you acknowledge that you have received and understand the Terms and Conditions and you agree to be bound by the Terms and Conditions as it may from time to time be amended by Republic Bank.

“We,” “us” and “our” when used in the Terms and Conditions refers to Republic Bank and “you”, “your” and “yours” as used in the Terms and Conditions means each person, or if applicable, the entity who is an owner, signer or has unrestricted withdrawal rights of a deposit account or, as applicable, a borrower under a loan account, and each person that is using Mobile Banking with your permission.

### 1. Definitions

1.1 “*Account Documentation*” means all terms and conditions, disclosures including but not limited to Electronic Fund Transfers (Regulation E), Your Ability to Withdraw Funds (Regulation CC) and Truth in Savings (Regulation DD), Specific Account Details, Notes and/or Loan Agreements, Overdraft Protection Agreements, and any other documents provided to you in connection with the opening of your Deposit Account(s), Loan Account(s) or Payment Account(s), and as they may be amended from time to time.

1.2. “*Business Day*” means every day except Saturday, Sunday, and legal Federal Holidays.

1.3. “*Bill Pay Processor*” means the bill payment processor that provides services to us in connection with Bill Pay.

1.4. “*Check*” means an Original Check, as defined in Regulation CC and Check 21, and does not include a Substitute Check or a remotely created check.

1.5. “*Deposit Account(s)*” means any deposit account with us that is designated by you and/or is linked to your Customer Information File on our system, and is approved by us as a deposit account accessible through Mobile Banking.

1.6. “*Identification Number(s)*” means all of the customer identification numbers, user identification numbers, and personal identification numbers assigned to you by us or chosen by you for use with Mobile Banking.

1.7. “*Item*” means an image of a Check which is converted to an Image Replacement Document for presentment and collection within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

1.8. “*Loan Account(s)*” means any term loan, line of credit or overdraft line of credit with us that is designated by you and/or is linked to your Customer Information File on our system, and is approved by us as a loan account accessible through Mobile Banking.

1.9. “*Line(s) of Credit*” means any secured or unsecured line of credit with us that is designated by you and/or is linked to your Customer Information File on our system, and is approved by us as a line of credit accessible through Mobile Banking and for which you are contractually permitted to advance funds.

1.10. “*Mobile Device*” means a cellular telephone or similar wireless communication device (1) that is installed with software permitted by us (“Mobile Banking App”) that you have downloaded in order to conduct transactions, or (2) that is capable of conducting transactions by using other protocols we may choose to permit (e.g., Wireless Application Protocol (WAP) or text (SMS) messaging). We reserve the right to change the Mobile Banking App and other protocols that we allow for Mobile Banking at any time without prior notice.

1.11. “*Payment Account(s)*” means any checking account that you designate to be used for the payment of bills or for person- to- person (“P2P”) transfers through the Bill Pay Processor.

1.12. “*Unauthorized Use*” means the use of your Identification Number by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit.

## **2. Mobile Banking Services**

Mobile Banking is offered as a convenience and a supplemental service to Online Banking. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your Deposit Account(s), Loan Account(s), Payment Account(s) or other services with us.

Subject to the provisions of the Terms and Conditions, Mobile Banking can be used to a) access your Deposit Account(s) to review account information such as balances, transactions, check images, deposit sets and statements, make loan payments and to make deposits remotely; b) access your Loan Account(s) to review account information such as balances and transactions; c) access your Payment Account(s) to make payments to pre-established third parties d) conduct P2P transfers; e) access your personal Line(s) of Credit to advance funds to your Deposit Account(s); f) register for mobile deposit; g) add payees for P2P transfers; h) manage your Debit or ATM card from your Mobile Device, and i) text commands to receive balance information and recent account activity.

### **3. Use of Mobile Banking**

In order to use Mobile Banking, you must first be enrolled in Online Banking and you must either activate your Mobile Device within Online Banking or through your Mobile Device. You agree and represent that you are an authorized user of the Mobile Device you will use to access Mobile Banking. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We reserve the right to limit the types and number of Deposit Accounts, Loan Accounts or Payment Accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of Mobile Banking at any time.

In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Mobile Device and we will not be liable to you for any losses caused by your failure to properly use Mobile Banking.

### **4. Hardware and Software Requirements**

You are responsible for providing your own hardware and software to access Mobile Banking. The hardware and software that you use may be subject to device specific exploits unauthorized tracking or other manipulation by “spyware” or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, or device based compromises, and your use of your hardware and software is at your own risk. We do not guarantee functionality of Mobile Banking on all wireless devices.

We will use reasonable efforts to make Mobile Banking available for your use on a continuous basis. Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, Mobile Banking may not be supportable for all Mobile Devices. Republic Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or “out of range” issues.

## **5. Mobile Banking Fees**

Any applicable fees for utilizing Mobile Banking are set forth in Republic Bank's Fees and Services Schedule provided to you in connection with the opening of your Deposit Account or Payment Account, as amended from time to time. You agree to pay such fees and authorize Republic Bank to deduct any fees incurred by you from your Deposit Account or Payment Account. Any fees associated with your Deposit Account or Payment Account will continue to apply.

Upon at least 30 days prior notice to you, Republic Bank may amend the Mobile Banking fees, to the extent permitted by applicable law. Continued usage of Mobile Banking after the fee becomes effective constitutes your acceptance of, and agreement to, the disclosed fees.

In addition, your Mobile Device carrier may charge you to receive Internet, cellular or other data services. You should check with your Mobile Device carrier for details on specific fees and charges that may apply to you. You also understand and agree that you are responsible for any wireless service provider charges and any other fees and charges that you may incur by accessing and using Mobile Banking.

## **6. Mobile Deposits**

Republic Bank's mobile deposit service ("Mobile Deposit Service") provided to you through Mobile Banking allows you to make single item deposits to your Deposit Account(s) electronically by using a supported Mobile Device with a camera to create an image of a paper Check and transmitting the check image and the related Deposit Account data ("Mobile Deposit") to us using the Bank's My Republic Mobile App.

Mobile Deposits are subject to all limitations and terms set forth in the relevant Account Documentation governing your Deposit Account(s) as they may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

### **6.1. Mobile Deposit Requirements**

Use of the Mobile Deposit Service requires that you have an internet enabled iPhone, iPad or Android phone with a camera; be enrolled in Online Banking and Mobile Banking, and have downloaded our latest version of the Mobile Banking App. In order to use the Mobile Deposit Service, you must have at least one active checking or savings account.

## 6.2. Mobile Deposit Limitations

Republic Bank reserves the right to change the qualifications of the Mobile Deposit Service at any time without prior notice. Republic Bank has the right to reject any Check or Item transmitted to us using the Mobile Deposit Service without any liability to you. Republic Bank is not liable for any Checks or Items it does not receive or for any check images that are not readable. Republic Bank shall have no liability for any alterations to the Checks or Items after they have been transmitted to us by you.

## 6.3. Eligible Checks

You agree to create an image of and transmit only Checks that are permissible under the Mobile Deposit Service or such other items as we, in our sole discretion, elect to include under the Mobile Deposit Service (“Eligible Checks”). You agree that the image of the Check transmitted to us shall be deemed an “Item” within the meaning of Article 3 and 4 of the applicable Uniform Commercial Code. If a Check or Item is dishonored, you will receive an image of the original Check or a substitute check as the charged back item.

## 6.4. Image Quality

The image of a Check transmitted to Republic Bank using the Mobile Deposit Service must be legible. The image quality of the Checks and Items must comply with the standards established from time to time by the American National Standards Institute, or any higher standard set by us, and with any requirements set by the Federal Reserve Board, any regulatory agency with jurisdiction over us, or any clearing house Republic Bank uses or agreement Republic Bank has with respect to processing Checks or Items. You agree that Republic Bank shall not be liable for any damages resulting from a Check or Item’s poor image quality, including those related to rejection of or the delayed or improper crediting of such a Check or Item, or from any inaccurate information you supply regarding the Check or Item.

## 6.5. Deposit Processing Times

You may access the Mobile Deposit Service anytime 7 days a week. If Republic Bank receives a Mobile Deposit on or before 8 p.m. Eastern Standard Time on a Business Day that we are open, Republic Bank will consider that day to be the “Deposit Date”. If Republic Bank receives a Mobile Deposit after 8 p.m. Eastern Standard Time or on a day we are not opened, the next Business Day will be the Deposit Date.

6.6. Funds Availability

Mobile Deposits will generally be available on the first Business Day after the Deposit Date. Longer delays may apply, as specified in “Your Ability to Withdraw” section of the Account Documentation.

6.7. Your Responsibilities, Promises and Warranties to Us

You promise, warrant and agree that:

6.7.1. You will only deposit Eligible Checks through the Mobile Deposit Service;

6.7.2. You will submit Check images that meet Republic Bank’s image quality standards;

6.7.3. 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 us or any other party;

6.7.4. You will not transmit an image or images of Checks or Items returned unpaid;

6.7.5. You agree that you will not deposit any Checks or Items as set forth below:

- Checks or Items payable to any person or entity other than you, or to you and another party
- Checks or Items containing an alteration to any of the fields on the front of the check or item (including the MICR line), 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 or Items that contain a duplicate, missing, invalid or inaccurate MICR Line
- Checks or Items previously converted to a substitute check, as defined in Regulation CC as a paper reproduction of an original check that—
  - (1) Contains an image of the front and back of the original check;
  - (2) Bears a MICR line that, except as provided under ANS X9.100-140 (unless the Federal Reserve Board by rule or order determines that a different standard applies), contains all the information appearing on the MICR line of the original check at the time that the original check was issued and any additional information that was encoded on the original check’s MICR line before an image of the original check was captured;

(3) Conforms in paper stock, dimension, and otherwise with ANS X9.100-140 (unless the Federal Reserve Board by rule or order determines that a different standard applies); and (4) Is suitable for automated processing in the same manner as the original check.

- Checks or Items drawn on a financial institution located outside the United States;
- Checks or Items not payable in United States currency;
- Checks or Items that are remotely created checks, as defined in Regulation CC as a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn;
- Checks or Items dated more than 6 months prior to the date of deposit;
- Checks or Items on which a stop payment order has been issued or for which there are insufficient funds;
- Checks or Items that are post dated;

6.7.6. All information you provide to Republic Bank is accurate and true, including that all images transmitted to Republic Bank accurately reflect the front and back of the check or item at the time it was photographed; and

6.7.7. You will comply with the Terms and Conditions and all applicable rules, laws and regulations.

## 6.8. Check Handling Requirements

You agree to the following requirements and instructions for use of the Mobile Deposit Service:

6.8.1. Before transmission, you agree to restrictively endorse any Check or Item transmitted through the Mobile Deposit Service as “For Deposit Only, Account # \_\_\_\_\_” or as otherwise instructed by Republic Bank. After the Check or Item has been scanned and submitted for deposit, you shall not otherwise transfer or negotiate the original Check, Item, substitute check or any other image thereof.

6.8.2. You authorize Republic Bank to supply an endorsement on your behalf for deposit to your account if a Check or Item is missing or has an improper endorsement.

6.8.3. Republic Bank will acknowledge that it has received an Item or Check but such acknowledgement does not mean that the Check or Item contains no errors or has been accepted and that any such Check or Item will only receive provisional credit.

6.8.4. After a Check or Item has posted to your account, you agree to prominently mark the original Check or item as “Deposited and the Date”.

6.8.5. You agree to destroy or otherwise properly dispose of Checks and Items that have been accepted for deposit through the Mobile Deposit Service after 30 days to ensure that such Checks and Items are not represented for payment and, prior to disposal or destruction, to safeguard such Checks and Items.

6.8.6. You agree to promptly, but in any event within five (5) Business Days, supply any information in your possession that Republic Bank requests regarding a Check or Item deposited or attempted to be deposited through the Mobile Deposit Service including the original Check or Item.

6.9. Mobile Deposit Limits

Republic Bank reserves the right to establish and assign to you deposit limits for the Mobile Deposit Service including limits on the dollar amount and/or number of Checks or Items that you may transmit through the Mobile Deposit Service each day, week or month, and to modify such limits from time to time in Republic Bank’s sole discretion, and you agree to comply with all such limits. Republic Bank’s current deposit limits are as follows:

- a. daily single Check or Item amount per business day is \$3,000.00;
  - b. daily number of deposited Checks or Items per business day is 5;
  - c. daily deposit dollar amount limit per business day is \$3,000.00;
  - d. monthly number of deposited Checks or Items per calendar month is 10;
- and
- e. monthly deposit dollar amount limit per calendar month is \$6,000.00.



#### 6.10. Proprietary Rights

You agree that Republic Bank retains all ownership and proprietary rights in the Mobile Deposit Service, associated content, technology, Mobile Banking App and website(s). Your use of the Mobile Deposit Service is subject to and conditioned upon your complete compliance with the Terms and Conditions. Without limiting the effect of the foregoing, any breach of the Terms and Conditions immediately terminates your right to use the Mobile Deposit Service. Without limiting the restriction of the foregoing, you may not use the Mobile Deposit Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Republic Bank's business interest, or (iii) to Republic Bank's actual or potential economic disadvantage in any aspect. 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 Mobile Deposit Service.

#### 6.11. Errors

You agree to notify Republic Bank of any suspected errors regarding Checks or Items deposited through the Mobile Deposit Service within two business days, and in accordance with the Account Documentation.

### **7. Manage Cards**

“Manage My Card” is an option available to Mobile Banking customers who use the My Republic Mobile App on an iPhone, iPad or Android device. With “Manage My Card” you may activate or suspend your Debit or ATM card, or report your Debit or ATM card lost or stolen.

#### 7.1. Activate Card

This function allows you to activate a new Debit or ATM card that you have received in the mail or to reactivate a suspended card. Debit or ATM cards issued at one of our store locations do not need to be activated. Once the Debit or ATM card is activated, purchases and ATM withdrawals can be made immediately.

## 7.2. Suspend Card

This function allows you to suspend your Debit or ATM card if you have misplaced it and do not want to report it lost or stolen. By suspending your Debit or ATM card, you will not be able to initiate new purchases or ATM withdrawals; however the following transactions may still occur on your Deposit, Loan or Payment Account(s) using your Debit card number:

- Recurring bill payments that you pay with your Republic Bank Debit card,
- Returns,
- Credits and
- Dispute adjustments.

## 7.3. Report a Card Lost or Stolen

This function allows you to report your Debit or ATM card lost or stolen. Once a Debit or ATM card is reported as lost or stolen, the card is deactivated permanently. ***You cannot reactivate a Debit or ATM card that is reported lost or stolen and you must contact Customer Service or visit one of our Stores to obtain a new card.***

Once your Debit card is reported lost or stolen, your card can no longer be used to make new purchases in-store, online or by telephone, and recurring payments using your Debit card number will no longer be accepted. You must notify all retailers and merchants of your new Debit card number for any recurring payments.

## 8. **General Provisions**

The following general provisions apply to Mobile Banking:

### 8.1. User Security

You agree to take every precaution to ensure the safety, security and integrity of your Deposit Account(s), Loan Account(s) and Payment Account(s) and transactions when using Mobile Banking. You agree not to leave your Mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your Identification Numbers, password or other access information to any unauthorized person. If you permit other persons to use your Mobile Device or provide them with your Identification Numbers, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Deposit Account(s), Loan Account(s)

or Payment Account(s). We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

## 8.2. User Conduct

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

## 8.3. No Re-Sale

You agree not to resell, lease, rent or distribute access to Mobile Banking.

## **9. Amendments and Terminations**

Republic Bank reserves the right to terminate, suspend, modify, add and/or remove any feature from Mobile Banking at any time in our sole discretion without prior notice to you. You may reject changes by discontinuing use of Mobile Banking. Your continued use of Mobile Banking will constitute your acceptance of, and agreement to, such changes.

If you wish to discontinue using Mobile Banking, you should notify Republic Bank in writing at Republic Bank, Customer Service Department, Two Liberty Place, 50 S. 16th Street, Suite 2400, Philadelphia, PA 19102; by telephoning Customer Service at 888.875.2265; or by visiting one of our stores.

## **10. Other Agreements**

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that the Terms and Conditions do not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions (such as data usage or text messaging charges) which might impact your use of Mobile Banking, and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any Deposit Account, Loan Account, Payment Account or other banking product accessed through Mobile Banking is also governed by the Account Documentation. You should review the Account Documentation carefully, as they may include transaction limitations and fees, and other information which might apply to your use of Mobile Banking. If any inconsistency exists between the Account Documentation and this Agreement, then this Agreement shall control to the extent of the inconsistency.

## **11. Entire Agreement**

Except for the Account Documentation, the Terms and Conditions - along with your Online Banking agreement and Bill Pay Terms and Conditions - constitutes and represents the entire agreement between you and us regarding Mobile Banking and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature, whether oral or written, between you and us relating to such service.

The Terms and Conditions is not for the benefit of any other person, and no other person has any right under the Terms and Conditions against you or us, and nothing contained in the Terms and Conditions creates any agency, fiduciary, joint venture or partnership relationship between you and us.