Online and Mobile Banking Agreement

To obtain access to TCF’s online and mobile banking services, you must first indicate your consent to all the terms of this Agreement. You may indicate your consent electronically by following the on-screen directions. We recommend that you download or print this Agreement and keep a copy for future reference. Please note that use of TCF’s online and mobile banking services is governed by your Account Contract, which has an arbitration provision. The arbitration provision applies to your use of the online and mobile banking services.

Definitions

“Account” means a TCF checking or savings account that is eligible for the Services. An Account is a “consumer” Account if it is established primarily for personal, family, or household purposes.

“Account Contract” means, in the case of a TCF checking or savings account: (1) this Agreement; (2) the current version of TCF’s Terms and Conditions for Checking and Savings Accounts and any other agreements between you and us governing your Account; and (3) any other terms and conditions posted on our Internet banking site governing your use of the Services. To view the current version of TCF’s Terms and Conditions for Checking and Savings Accounts, go to tcfbank.com, and click on “Customer Service and Resources” and then “Account Resources” and then “Disclosures and Agreements.”

“Affiliate” means any company owned directly or indirectly by TCF or TCF Financial Corporation.

“Agreement” means this TCF Online and Mobile Banking Agreement.

“Alerts and Reminders” means alerts and personal reminder messages as described in the section called “Alerts and Reminders.”

“Arbitration” is a method of resolving disputes in front of one or more neutral persons from an Arbitration organization instead of having a trial in court in front of a judge or jury.

“Available Balance” has the meaning stated in TCF’s Terms and Conditions for Checking and Savings Accounts, which is part of your Account Contract.

“Business Day” means every day except Saturday, Sunday and federal holidays. However, “Business Day” for purposes of the section called “Responsibility for Errors and Unauthorized Transfers; Stop Payments,” means every calendar day except Saturday, Sunday, and federal holidays, but includes Martin Luther King, Jr. Day, Presidents’ Day, Columbus Day, and Veterans Day.

“Communications” means all account opening documents, account statements, disclosures, notices, messages, records, change in terms notices, overdraft notices, tax notices, Alerts and Reminders, and other information that we may provide or make available to you concerning your Account, your Loan, or the Services.

“Consumer Account” means a TCF checking, savings, or money market account that you intend to use primarily for personal, family, or household purposes.

“Handheld or Mobile Device” means the wireless receiving equipment you use to access the Mobile Banking Services and that meets the hardware and software requirements we specify. This may include any cell phone, smart phone, personal digital assistant, or tablet computer that meets these requirements.

“Loan” means your loan accounts with us that are eligible for the Services.

“Loan Agreement” means: (1) the promissory note, repayment agreement, and any other agreements between you and us governing your Loan; and (2) any other terms and conditions posted on our Internet banking site governing your use of the Services.

“Mobile Banking Services” means the services we make available using a Handheld or Mobile Device through the facilities of a wireless service provider you select.

“Online Banking Services” means the services we make available through our Internet banking site (tcfbank.com).

“Password” or “PIN” means the personal identification number you select to access the Services.

“Services” means the Online Banking Services and Mobile Banking Services.

“Technology Provider” means a third party provider of content or technology services necessary to operate the Services.

“TCF,” “we,” “us,” and “our” mean TCF National Bank.

“TCF-Related Parties” means: (1) TCF; (2) TCF’s employees, officers and directors; (3) TCF’s Affiliates; (4) TCF’s agents, licensors, independent contractors and subcontractors; and (5) third party service providers that the TCF-Related Parties use.
“You” and “your” mean the owner of each Account enrolled for the Services or the borrower for each Loan enrolled for the Services.

**Agreement for the Services**

This Agreement governs your use of the Services. By enrolling your Account or Loan in the Services or using the Services, you confirm that you accept the terms of this Agreement.

The Services are solely for your convenience. You may not redistribute or resell them, or use them to process transactions for third parties. The Services are not real time.

Your Account Contract or Loan Agreement also governs your use of the Services and is not changed by this Agreement. If there is any conflict between this Agreement and your Account Contract or Loan Agreement, your Account Contract or Loan Agreement controls. **Your Account Contract has an Arbitration provision and your Loan Agreement may have an Arbitration provision. The Arbitration provision applies to your use of the Services.**

**Changes to this Agreement or the Services**

We may change this Agreement or the Services from time to time by: (1) adding new terms, conditions, services, charges, or fees; (2) modifying or discontinuing existing terms, conditions, services, charges, or fees; (3) changing the kinds of Accounts or Loans that are eligible for the Services; (4) changing the limits on funds transfer or bill payment transactions using the Services; (5) changing the hardware and software requirements necessary to access the Services; and (6) changing the security requirements necessary to access the Services. All changes to this Agreement or the Services take effect immediately when we post them on our Internet banking site (tcfbank.com), unless the notice states otherwise. Notice of any change will be within the time any applicable laws require. By using the Services after the effective date of any change, you confirm your agreement to the change.

**Fees**

Any fees for using the Services are shown in TCF’s Services and Prices Schedule, which is part of your Account Contract. The Schedule is posted on our Internet banking site (tcfbank.com). Additionally, your wireless service provider may charge you fees or other costs for receiving Communications on, or sending them from, your Handheld or Mobile Device. You are solely responsible for all such fees and costs. You are responsible for the setup, maintenance and expenses associated with your computer or Handheld or Mobile Device.

**Contacting TCF**

If you have questions or problems with the Services, you may contact our Customer Service Department at the telephone number or address shown below.

Call:
1-800-TCF-BANK (1-800-823-2265) (Toll Free) or
612-TCF-BANK (612-823-2265) (Twin Cities)

For TTY (hearing impaired) service, you may call us at 1-800-343-6145 or 612-339-3075.

Or write:
TCF Bank
Attn: Customer Service
1405 Xenium Lane
Plymouth, MN 55441

**Consent to Electronic Delivery of Communications and E-Sign Disclosures**

Important: If you want to receive electronic (online) statements instead of paper statements in the mail, you must enroll for them by going to our Internet banking site (tcfbank.com) and following the online instructions. Agreeing to this Agreement does not automatically enroll you for electronic (online) statements.

By consenting to the terms of this Agreement, you agree that we may, at our option, provide Communications to you in electronic form or otherwise make them available to you in electronic form. We may do so by: (1) posting or making the Communication available in your online banking secure mailbox (accessible at tcfbank.com); (2) posting the Communication on our online banking Internet site; (3) sending the Communication to the email address you provide to us; or (4) sending you an email or automated (SMS) text message to the cellular telephone number you provide to us for your Handheld or Mobile Device. Your Internet service provider or wireless service provider (such as your cellular telephone carrier) may charge you fees or other costs for sending or receiving Communications by email or text message. You agree that you are responsible for all such fees and costs. Any Communications that we send you, or that you send us, may not be encrypted. The Communications may include your name and other information pertaining to your Account.

In agreeing that we may provide Communications to you in electronic form or make them available to you in electronic form, you are also agreeing that we are not required to provide you with a paper version of the Communication unless you ask us for a paper copy, described below in the section called “How to Request Paper Copies.” You agree that a Communication is considered “given” to you and received by you on the date it is posted, made available, or sent to you as provided in this Agreement.
Applicability of this Consent

Your consent in this section called “Consent to Electronic Delivery of Communications and E-Sign Disclosures” applies to: (1) all Communications relating to the opening of your Account when you open your Account online; (2) your use of your Account or Loan (including any transactions on your Account or Loan and changes to your Account Contract or Loan Agreement) when you enroll for electronic statements; (3) your use of the Services; and (4) any other Communications relating to your Account or Loan that you ask or agree to receive electronically.

You therefore agree that we may provide or otherwise make available to you in electronic form, in addition to other Communications, the notice entitled What You Need to Know About Overdrafts and Overdraft Fees and confirmation of your opt-in selection.

Your Consent to Electronic Delivery of Communications

You agree that all Communications covered by this section called “Consent to Electronic Delivery of Communications and E-Sign Disclosures” will be provided to you or made available to you in electronic form. Your consent is effective until you withdraw it. After viewing a Communication, you will be able to download and/or print it for your records.

By consenting to the terms of this Agreement, including this section, you agree that one of the ways we may provide Communications to you is by email. In so doing, you agree that we may, but are not required to, send all email Communications to you at the most recent email address that you have provided to us and that we maintain in our records.

How to Withdraw Your Consent for Electronic Delivery

After you have indicated your consent that we may provide Communications to you in electronic form or make them available to you in electronic form, you have the right to withdraw your consent at any time without cost to you. However, if you have enrolled for electronic delivery of your periodic account statements and choose to no longer receive your statements electronically, you will incur the following fees to the extent applicable unless you qualify for one of the other waivers available for those products:

- A monthly access fee for TCF’s online banking service: $2.95 for TCF Business Preferred Online Banking and $4.95 for TCF Business Online Banking Plus.
- A monthly access fee for TCF’s online bill payment service: $5.95 for TCF Business Preferred Online Banking.
- A monthly fee for your mailed checking account paper statements: $2.00 without check images or $3.00 with check images.

If you withdraw your consent for electronic delivery, you cannot open an account online unless you consent to electronic delivery as part of the new account online opening process. Withdrawal of your consent will have no legal impact on the effectiveness, validity, or enforceability of any Communications that were provided or made available to you in electronic form before the effective date of your withdrawal. If you wish to withdraw your consent, you must contact us.

How to Update Your Contact Information

You agree that you will notify us of any changes in your email address. You may change your email address by changing your profile within online banking. You may also notify us of any such changes by contacting us.

How to Request Paper Copies

You may ask us to mail you a paper copy of any Communication provided or made available to you in electronic form, and we will provide the paper copy. To request a paper copy of any Communication, contact TCF. TCF may charge a fee for a paper copy. Please refer to TCF’s Services and Prices Schedule for more information.

How to Contact TCF

You may contact us at the telephone numbers or address shown in the section called “Contacting TCF.”

Software Requirements

In order to access and retain Communications provided or made available to you in electronic form, you must have the ability to operate the most recent version of Windows Vista, Windows 7 or higher, or MAC OS 10.9 or higher. Additionally, your operating system must support Microsoft Internet Explorer (Windows only) version 9.0 or higher (including Microsoft Edge browser), Mozilla Firefox version 39 or higher, Safari version 8.0 or higher or Google Chrome version 39.0 or higher. JavaScript may be required for functions to operate optimally. You will also need Adobe Acrobat Reader version 11.0 or higher. By consenting, you confirm that you have the ability to view Communications electronically and that the device you intend to use for the Services meets the requirements described in this Agreement. You must confirm that you have the ability to view your account opening disclosures and periodic statements electronically, including, but not limited to, in Portable Document Format (“PDF”). For maximum security and optimal function, always use the latest version of software. Beta versions of browsers and operating systems are not recommended or supported.

Future Changes in Hardware or Software

If a change in hardware or software requirements is needed for you to access and retain Communications provided or made available to you in electronic form, we will notify you of the revised requirements for access or retention. At that time, you will have the right to withdraw your consent. If you withdraw your consent, we will no longer provide the Communications in electronic form or make them available in electronic form. See the section called “How to Withdraw Your Consent for Electronic Delivery” for a description of the fees and consequences if you withdraw your consent.

Online and Mobile Banking Services
**Accessing Your Account or Loan**

**Online Banking Services**

To access your Account or Loan using the Online Banking Services, you must:

- Have an active Account or Loan;
- Follow the online enrollment and activation process. This includes selection of an online banking user name and Password; and
- Have the necessary equipment for your home computer, including a router, modem, or browser that supports Secure Sockets Layer ("SSL") Protocol and Internet access with 2048 bit encryption.

**Mobile Banking Services**

- To access your Account or Loan using Mobile Banking Services, you must:
  - Have an active Account and be enrolled for the Online Banking Services;
  - Have a Handheld or Mobile Device with Internet access through a service provider you select that supports automated (SMS) text message service capabilities and/or supports either (1) mobile browser with SSL Protocol or (2) Apps for iOS available from the iTunes Store and/or Apps for Android available from the Google Play Store; and
  - Follow the online Mobile Banking Services enrollment and activation process.

**Other Requirements**

You must use your online Login ID and Password to access the Services. You must also comply with any other security procedures that we may establish. These additional security procedures may require special hardware, software or third-party services. They may also include the activation of certain Internet browser software features, plug-ins, or add-ons.

Your computer and Handheld or Mobile Device must be compatible with the computer hardware and software we and any Technology Provider use in providing the Services.

**Funds Transfer Service**

Our funds transfer service allows you to make one-time or recurring transfers between Accounts using the Services. When you set up a funds transfer, you authorize us to: (1) withdraw the amount you specify from an Account you designate; and (2) transfer those funds to another Account that you designate. We may require you to be an owner on each Account before allowing the transfer.

We limit the amount of transfers you can make between your consumer Accounts to $25,000 per transaction and $25,000 per day. Lower limits apply for transfers involving Accounts you do not own. Transfer limits for non-consumer accounts vary. Federal regulations limit transfers from savings and money market accounts to six per monthly statement period. We charge a fee for each transfer or withdrawal that exceeds six per monthly statement.

If a transfer request exceeds your Available Balance at the time we process the request, we may, in our sole discretion: (1) allow the request, when permitted by your Account Contract, which would cause your Account to be overdrawn or add to the amount by which it is overdrawn; or (2) decline the request, in which case no transfer will be made. We may take either of these actions without notifying you beforehand. Overdraft or returned item NSF fees will apply. We will not honor any transfer request if your Account is restricted for any reason.

We will try to process transfers on the date you tell us to. However, some transfers may take longer to be processed. You should select a transfer date that is several days before the date you want the transfer to take place. You may change the scheduled date for any transfer. You must make any change no later than 10:00 p.m. Central Time on the date the transfer is scheduled to take place.

**Bill Payment Service**

Our bill payment service allows you to schedule one-time or recurring payments from your Account to third party payees using the Services.

**Designation of Funding Account**

To use the bill payment service, you must designate an Account that will be used to make payments to your designated payee (called the “Funding Account”). If you or we close the Funding Account, you must designate a new Funding Account.

**Account withdrawals for scheduled bill payments usually take place on the due date. However, the withdrawals may take place up to 2 Business Days before the due date. The day and time of withdrawals are at our sole discretion. If a bill payment request exceeds the Available Balance in your Funding Account at the time we process it, we may, in our sole discretion: (1) honor the request when permitted by your Account Contract, which would cause the Funding Account to be overdrawn or add to the amount by which it is overdrawn; or (2) decline the request, in which case no payment will be made to your designated payee. We may take either of these actions without notifying you beforehand. Overdraft or returned item NSF fees will apply. We will not honor any bill payment requests if the Funding Account is restricted for any reason.**

We do not guarantee that any payee will receive payment by a certain date. Additional time may be required if your payee receives a check written on your account without a payment coupon or associated payment stub, as the payee may have to process it at a secondary address.

**Daily and Transaction Limits**
We limit the amount of each payment you can make from the Funding Account to $10,000. We limit the total amount of bill payments you can make each day from the Funding Account to $25,000. Federal regulations limit transfers and withdrawals (including bill payments) from money market accounts to six per monthly statement period.

**Designation of Payee**

You authorize us to make payments to any payee and follow other payment instructions that we receive under your Password. We may determine in our sole discretion the method of payment to a designated payee. For example, we may make payments by check, electronic payment, or other method. To make payment to a payee using the Mobile Banking Services, you must first set up the payee using the Online Banking Services.

You may designate any payees located within the United States. However, you may not designate any federal government agency as a payee. Also, you may not designate a payee for purposes of making court-ordered payments. We may limit your ability to specify any other payee or class of payees.

We do not have any duty to monitor the payments that are made from the Funding Account. If you are a business, we are not responsible if your Password is used to pay bills that are not yours from the Funding Account.

A payee may choose not to receive payments made through this bill payment service, or may require additional information before accepting payments. If that happens, you agree to remove the payee from your payment schedule or give us any additional information the payee requires. We are not responsible if we cannot process a bill payment because the payee will not accept the payment or rejects the payment. We are not responsible if you are unable to complete the bill payment for any other reason.

We may use nonaffiliated third parties to process bill payments. Paper checks processed by nonaffiliated third parties may show that they were drawn on banks other than TCF.

**Changes to Payments**

You may change the scheduled payment date for any designated payee, and must change the account number or other payment information necessary for a designated payee to process your payment. You must make any such change no later than 3:00 p.m. Central Time one Business Day before the date the payment is scheduled to take place. We will not authorize any stop payment requests on bill pay transactions.

**Alerts and Reminders**

The Alerts and Reminders available through the Services allow you to request and receive messages about your Account. By enrolling for Alerts and Reminders, you agree to receive Alerts and Reminders through email messages and/or automated (SMS) text messages to your Handheld or Mobile Device.

Although Alerts and Reminders are designed to give you notice of specific events, we do not guarantee immediate notice. Errors, interruptions, delays or failures in our delivery, or your receipt of Alerts and Reminders can happen for a variety of reasons. These reasons may include technical difficulties experienced by us, your Internet service provider, wireless service provider, or others. If you choose to have your Alerts and Reminders delivered to a Handheld or Mobile Device, keep in mind that a portion of the Alerts and Reminders or related information and disclaimers may thereby be omitted.

Account balances shown in the Alerts and Reminders may not all be available for immediate withdrawal.

If you use or rely on the Alerts and Reminders, you do so at your own risk. We do not guarantee that the Alerts and Reminders will be: (1) timely; (2) accurate; (3) reliable; or (4) complete. We also do not guarantee that information contained in the Alerts and Reminders will not be intercepted by an unauthorized person.

**Mobile Banking Services**

All of the services available through the Online Banking Services may not be available through the Mobile Banking Services.

Due to space limitations, we may use shortened and/or abbreviations of defined terms for Communications we send by automated (SMS) text message and/or display on a mobile browser on your Handheld or Mobile Device or through the iPhone or Android applications.

There is a limit to the number of transactions that we can display using the Mobile Banking Services. Mobile browsing banking and the iPhone or Android applications may only display a subset of the most recent transactions in the past 30 days. Automated (SMS) text messaging may only display a subset of the most recent transactions in the past 30 days, depending on the number of characters being communicated to your Handheld or Mobile Device.

Transactions displayed may be those posted to your Account or those pending (which means they will be posted at a later time). Pending transactions will be indicated with an asterisk (*) on mobile browsers, iPhone or Android applications and automated (SMS) text messaging. All posted and pending transactions will be reflected in your Account balance. The balance may not all be available for immediate withdrawal.

**Availability of Services**

The Services are generally available 24 hours a day, seven days a week. However, the Services may not be available at certain times because of: (1) system maintenance and downtime; (2) circumstances beyond our control; or (3) other reasons. We may temporarily change, suspend, or terminate your access to the Services at any time without notifying you beforehand. You are responsible for the setup and maintenance of your own equipment. The Mobile Banking Services are available through your Handheld or Mobile Device only when it is connected to the Internet through your internet service provider or cellular data connection.
Although the Communications are designed to give you timely notice of specific events, we do not guarantee immediate notice. Errors, interruptions, delays or failures in our delivery or your receipt of Communications happen for a variety of reasons. These reasons may include technical difficulties experienced by us, your wireless service provider, or others.

**Accounts with Multiple Owners**

If your Account has more than one owner or authorized signer, any one owner or authorized signer may enroll the Account for the Services and use the services. Your Account cannot require two or more signatures or other authorizations to make withdrawals, transfers, or bill payments. If you do, we may still honor withdrawal, transfer and bill payment requests by any one signer or authorized representative. You agree that you will not change the documentation on your Account to require two or more signatures or authorizations. If your Loan has more than one borrower, any borrower may access the Services.

**Online Statements and Other Communications**

Enrolling your Account for electronic delivery of account statements allows you to receive your statements and other Communications electronically rather than by mail. See the section called “Consent to Electronic Delivery of Disclosures and E-Sign Disclosures.” Your account statements are admissible into evidence.

**Communications on Your Phone or Mobile Device**

You agree that we may contact you in connection with your Account or Loan and for other purposes at your present or future: (1) home or business landline telephone; (2) personal or business wireless telephone; or (3) your Handheld or Mobile Device. We may contact you by placing voice telephone calls (including the use of automatic telephone dialing systems and prerecorded voice messaging) or, in the case of Handheld or Mobile Device, by sending email or automated (SMS) text messages.

Your agreements in this section also extend to our vendors, third party service providers, companies with which we have joint marketing agreements, and any party to whom we sell your Account or Loan. You will be responsible for any charges you incur for these calls and messages, and understand that they may deplete any free or prepaid minutes.

**Online Mobile and Banking Security**

**Protecting Your Password and Account and Loan Information**

You agree to use reasonable care in handling, safeguarding, and storing: (1) your Password; (2) your other Account and Loan information; and (3) any Handheld or Mobile Device you use to access the Online and Mobile Banking Services. You should not give your Password to anyone. This includes other companies or service providers. If you give your Password to someone else, you are giving that person permission to perform transactions on your Account. For security reasons, we recommend that you memorize your Password and do not write it down. You should change it frequently. Anyone who has your Password may be able to access your Account and Loan, and perform banking transactions.

You are responsible for entering information correctly. We are not liable if you provide us with incorrect data or incorrectly enter information, resulting in Communications being sent to unauthorized persons.

You agree that you will immediately call or write to us at the telephone number or address shown in the section called “Contacting TCF” if: (1) your Password is lost, may no longer be secret, or has been compromised in any way; (2) you have given your Password to someone else and that person no longer has your permission to perform transactions on your Account; (3) someone has transferred or you believe may transfer funds from your Account without your permission; (4) your Handheld or Mobile Device is lost or stolen; (5) your email or Handheld or Mobile Device contact information changes; or (6) you become aware that the Services are used fraudulently. Contacting us by telephone is the best way to resolve your issue. You agree to cooperate with us in any investigation and to take any fraud prevention actions that we ask you to take.

Except when the law or this Agreement provides otherwise, we are not liable for your errors or negligent use of the Services, and we will not be responsible for or cover losses due to:

- Misuse of the Services;
- Input errors;
- Unauthorized access to your Account or Loan resulting from your negligence (carelessness). Examples of this include sharing your Password, writing it down, storing it in your Handheld or Mobile Device, or entering it in a way that allows others to see it;
- Leaving your computer or Handheld or Mobile Device unattended while using the Services;
- Failure to report unauthorized Account or Loan access promptly;
- Viruses. There are many virus protection/firewall programs available commercially to help you reduce, but not eliminate, this risk; or
- Unauthorized interception of, or access to, the Communications.

Your full account number will not be included in any Communications from us, unless required by law. However, Communications may contain your name and information about your Account and Loan, including information concerning your Account or Loan balance and transactions. Anyone with access to your email or devices may also be able to access Communications or the Services. It is your responsibility to safeguard these devices and protect your Password. You are responsible for notifying us of any changes to your email or Handheld or Mobile Device contact information to which Communications are sent.

**Security of Information**

- Unauthorized interception of, or access to, the Communications.
You assume all risk that any Communications you receive using a wireless connection or store in your computer or Handheld or Mobile Device may be accessed by unauthorized third parties. Any Communications that you send us, or that we send you, may not be encrypted. They may include your name and other information pertaining to your Account.

You authorize us to monitor and record your calls to us concerning your Account or Loan, or the Services. We have the right to intercept and disclose any messages if we believe it is necessary to protect our rights or property, or to protect others from injury or damage. We reserve the right to take any appropriate action if we become aware of any use of the Services that we believe violates any law, this Agreement, or is otherwise wrongful.

**Use of Passwords**

We may act on any instructions we receive under your Password. You are bound by those instructions, regardless of: (1) whether you have authorized the instructions; and (2) the number of signatures or authorization you require for withdrawals or transfers from your Account.

If you are a business, you agree that the Password security described in this Agreement sets forth security procedures for electronic fund transfers that are commercially reasonable. For payment requests from business accounts that are subject to Article 4A of the Uniform Commercial Code, we are liable only for damages required to be paid under that law. In no event (except as may be required by law) will we be liable for any special, indirect or consequential loss, damage, costs or expense of any nature, including, without limitation, lost profits, even if we have been informed of the possibility of such damages.

**TCF’s Online Privacy and Security Policy**

For more information on our online privacy and security policies, go to tcfbank.com and click on “TCF Online Privacy and Security Policy.”

**Responsibility for Errors and Unauthorized Transfers; Stop Payments**

**How You Can Stop the Payment of Preauthorized Payments**

If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here is how. Call or write us at the telephone number or address shown in the section called “Contacting TCF.” Call or write us in time for us to receive your request three Business Days or more before the payment is scheduled to be made. 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. We will charge you a fee as shown in our separate Deposit Account Services and Prices Schedule for each stop payment order you give.

**Errors You Have Found or Questions You Have About Your Account’s Online Banking Transactions**

This section called “Errors You Have Found or Questions You Have About Your Account’s Online Banking Transactions” only applies to Consumer Accounts.

In case of errors or questions about your Account’s online banking transactions, telephone us at the number, or write us at the address, shown in the section called “Contacting TCF.”

You must call or write us as soon as you can if: (1) you think your statement of account activity is wrong; or (2) you need more information about a transfer listed on your statement. We must hear from you no later than 60 days after we sent you the FIRST statement in which the problem or error appeared (if state law gives you a longer time period to notify us, this longer period will apply).

1. Tell TCF your name and account number;
2. Describe the error or transfer 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 TCF the dollar amount and date of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within ten Business Days.

We will determine whether an error occurred within ten Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten Business Days for the amount that 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 ten Business Days, we may not credit your Account.

For errors involving new accounts, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your Account for the amount you think is in error.

We will tell you the results of our investigation within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Your Liability for Online or Mobile Banking Transactions Made Without Your Permission**

**Your Liability Due to a Lost or Stolen Password**

You must tell us AT ONCE if you believe your Password has been lost or stolen, or if you believe that an online or mobile banking transfer has been made without your permission. Calling us is the best way of keeping your possible losses down. You could lose all the money in your Account.

You should also consider contacting law enforcement to conduct a criminal investigation if you suspect theft from your Account.

If your Account is a Consumer Account, the following limits on your liability apply:
If you believe that your Password has been lost or stolen, and you tell us within two Business Days after you learn of the loss or theft, you can lose no more than $50 if someone used your password without your permission (except as stated below).

If you do NOT tell us within two Business Days after you learn of the loss or theft of your Password and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as $500 (except as stated below).

If applicable state law gives you a greater protection against losses from the unauthorized use of your Password, then the more favorable state law limits will apply.

Your Liability for an Unauthorized Transaction That Appears on Your Statement of Account

If your Account is a Consumer Account, the following limits on our liability apply:

- If your statement shows online or mobile banking transfers using the Services that you did not make or authorize, including those made by Password or other means, you must tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed or transmitted to you, you may not get back any money you lost after the 60 days if we can prove that it could have stopped someone from taking the money if you had told us in time. If applicable state law gives you a longer time period to notify us, this longer period will apply.
- If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
- We will not be responsible to you for transfers using the Services made without your permission if you give your Password to a person and fail to tell us when that person is no longer authorized to use your Password.

If applicable state law gives you a greater protection against losses from the unauthorized transactions appearing on your account statement, then the more favorable state law limits will apply.

Exception to Liability Limits

Funds transfers using the Services for a Consumer Account are not considered unauthorized for the purposes of this section if the transfers are: (1) requested or made by a person with your actual authority to request or make the transfer or from which you received a benefit; (2) requested or made by a person to whom you furnished your Password, unless you have notified us that transfers by that person are no longer authorized; (3) requested or made with fraudulent intent by you or any person acting in concert with you; or (4) made by us or our employees.

Accounts that ARE Not Consumer Accounts

For Accounts that are not Consumer Accounts:

- You agree to maintain the security of your Password and its use by you and your employees, agents, and authorized persons. You are responsible for all transactions using your Password, regardless of whether or not you authorized them. However, if applicable law gives you a greater protection against losses from the unauthorized use of your Password, then the more favorable legal limits will apply.
- You agree to report an unauthorized transaction to us within a reasonable time, not to exceed 30 days, from the day we send or make your account statement available to you on which an unauthorized transaction is first reported. Failure to report an unauthorized transaction within the 30 day period will conclusively mean the transaction is authorized.

TCF’s Liability for Not Making a Transaction or Not Stopping Payment of a Pre-Authorized Payment

If we do not complete a transfer to or from your Account on time or in the correct amount according to your agreement with us, and your Account is a Consumer Account, we will be liable for your proximately caused losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, the transfer would exceed your Available Balance.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If your Account is subject to legal process or restricted in any manner by us.
- We will not be liable to you for failure to make an online or mobile banking transfer if our actions or failure to act resulted from:
  - An act of God or other circumstances beyond our control if we exercised reasonable care to prevent the occurrence, and we exercised such diligence as the circumstances required; or
  - A technical malfunction that you knew about when you attempted the transaction or, in the case of a pre-authorized transfer, at the time the transfer should have happened.

If you order us to stop payment of a regular payment out of your Account three Business Days or more before the transfer is scheduled and we do not do so, and your Account is a Consumer Account, we may be liable for any directly caused losses or damages. See the section called “How You Can Stop the Payment of Preauthorized Payments.” If our failure to stop payment was not intentional and resulted from a bona fide error despite the fact that we maintained procedures reasonably adapted to avoid the error, our liability will be limited to actual damages proved.

Additional Terms and Conditions

Use of the Services for Illegal Purposes

You may not use the Services for any illegal purposes, including but not limited to illegal Internet gambling. You will comply with all regulations, policies and procedures of networks through which you access and use the Services.
Termination of the Services

We have the right to end or temporarily stop any or all of the Services at any time and for any reason. We may do so without notifying you beforehand. However, our intention is to notify you before or promptly after ending any Service. To unenroll in Online Banking Services, you can call us and we will remove you. If you unenroll from Online Banking Services, you may end any or all the Services by notifying us in writing at the address shown in the section called “Contacting TCF.” Your written notice is effective when we receive it.

You may also:

1. Unenroll for electronic (online) statements by doing so through the Online Banking Services (tcfbank.com). If you do so, monthly fees may apply for access to some or all of the other Services, depending on your account type.
2. Unenroll from bill payment services by doing so online. If you do so, any scheduled payments will be canceled and your payees will be removed. You will need to re-enroll in TCF Online Bill Pay and set up your payees in order to pay bills again. Any payments already made will not be affected.
3. Cancel any regular transfers or bill payments by deleting them online.
4. Unenroll from the Mobile Banking Services by doing so online. If you unenroll from the Mobile Banking Services, you will continue to have access to the Online Banking Services.
5. Deactivate automated (SMS) text messages to your Handheld or Mobile Device. To do so, text “STOP ALL” to short code 26965 from your Handheld or Mobile Device. The command will give you instructions to discontinue any further automated text messages to that Handheld or Mobile Device.

The terms of this Agreement will survive (continue in full force and effect) if you unenroll from any of the Services.

Disclaimer of Warranties and Limits of Liability

The Services are provided to you “as-is.” The TCF-Related Parties therefore make no warranties of any kind for the Services. This includes both express warranties and implied warranties. Implied warranties include implied warranties of merchantability and fitness for a particular purpose. A “warranty” is a guarantee that the Services will meet certain standards.

The TCF-Related Parties do not warrant that the Services will be uninterrupted or error free, or that defects will be corrected. The TCF-Related Parties also do not warrant that TCF’s online or mobile banking sites are free of viruses or other harmful components. The TCF-Related Parties also do not warrant the timeliness, accuracy, reliability or completeness of the Services or Communications.

Without limitation, the TCF-Related Parties will not be liable to you for any loss, claim, injury, or damage in connection with: (1) this Agreement; (2) your use of the Services or inability to use the Services; (3) any problems with the communications between you and us; (4) any unauthorized interception of the communications between you and us; (5) any computer virus; or (6) the actions or inactions of the Technology Providers or other third parties. This limitation on the TCF-Related Parties’ liability applies, even if any of them are aware of the possibility that any events described in (1) through (6) could occur.

In no event will any of the TCF-Related parties be liable to you for any: (1) incidental damages; (2) consequential damages; (3) special damages; (4) indirect damages; or (5) punitive damages. This limitation of liability applies, whether you base an action against the TCF-Related Parties on: (a) the contract; (b) a warranty; (c) a tort (such as claim of negligence, recklessness, or intentional act); or (d) any other theory. This limitation of liability applies even if any of the TCF-Related Parties know about the possibility of such damages. Therefore, by way of example, the TCF-Related Parties will not be liable to you for lost data, lost profits or goodwill, investment losses, finance charges, lost opportunities, cost of obtaining substitute services, or other economic damages.

The laws of some states may prohibit the limitation of liability for consequential damages, or incidental damages, or other kinds of damages. In those states, to the extent their laws apply, the limitation of liability with respect to consequential damages, or incidental damages (or other damages specified by law in such states), may not apply.

We do not have to honor, in whole or in part, any transaction that: (1) does not comply with the terms and conditions of this Agreement or your Account Contract; (2) we have reason to believe may not be authorized by you or any person you have authorized to use your Account; (3) involves funds or other property subject to a hold, dispute, restriction or legal process; (4) we believe would violate any guidelines or advice of the Federal Reserve Board, the Office of the Comptroller of the Currency or the Consumer Financial Protection Bureau; (5) we believe would violate any applicable laws; (6) does not comply with any other requirement of our policies, procedures, or practices; or (7) we have other reasonable cause not to honor.

In no event will we be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond our control. This includes power outages, computer viruses, system failures, fire, flood, earthquakes, or extreme weather.

Indemnification

You agree to indemnify, defend, and hold the TCF-Related Parties harmless from any and all third party claims arising from, or out of: (1) your use of the Services; (2) any fraud or breach by you of the terms of this Agreement; or (3) your failure to comply with any applicable laws or regulations. In this section, “claims” include claims, losses, injuries, damages, costs (including reasonable attorney fees), or other liabilities.
No Waiver

This Agreement gives us certain rights and requires us to do certain things. If we do not take advantage of all of our rights all the time, we do not give up (waive) any of those rights. No waiver of our rights under this Agreement is enforceable against us unless it is in writing and signed by us.

Severability

This Agreement and the other terms of your Account Contract or Loan Agreement comprise the entire agreement between you and us concerning the Services and online and mobile access to your Account or Loan, and they replace all previous and contemporaneous agreements between you and us concerning the Services and online and mobile access to your Account or Loan. Each of the terms and conditions in this Agreement stand alone. Except where this Agreement states otherwise, any term or condition that is unenforceable or invalid does not affect the enforceability or validity of the other terms and conditions of this Agreement.

Captions and Headings

Captions, headings and subheadings used in this Agreement are only for reference purposes and are not intended to limit the meaning or scope of the terms and conditions of this Agreement.

Governing Law

TCF is a national bank with its main office in South Dakota. Therefore, all disputes relating in any way to this Agreement will be governed by federal law. Federal law includes the National Bank Act and regulations adopted by the Comptroller of the Currency. To the extent state law applies and is not preempted, the substantive and procedural law (but not the conflict of law rules) of the State of South Dakota will apply.