



## Digital Banking Agreement

### General Terms Applying to Digital Banking Services

To obtain access to TCF's digital banking services (also called "online 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 digital banking services is governed by your Account Contract, which has an arbitration provision. The arbitration provision applies to your use of the digital banking services.

#### Definitions

The following definitions apply in this Agreement:

**"Account"** means a TCF checking, savings or money market account that is eligible for the Services.

**"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](http://tcfbank.com), and click on "Customer Service" and then "Disclosures and Agreements."

**"Affiliate"** means any company that owns us, is owned directly or indirectly by us, or is under common ownership with us.

**"Agreement"** means this TCF Bank Digital 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 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 calendar day except Saturday, Sunday and federal holidays. However, for the purposes of determining your Day of Deposit, Business Day includes the following federal holidays: Martin Luther King, Jr. Day, Presidents' Day, Columbus Day, and Veterans Day.

**"Check Image"** means an electronic image of an original paper check.

**"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.

**"Day of Deposit"** is the Business Day that TCF receives your deposit with appropriate instructions, as long as we receive it before the Cutoff Time. If TCF receives a deposit after the Cutoff Time, or on a day that is not a Business Day, your Day of Deposit is the next Business Day. For ACH deposits, the Day of Deposit is the day designated as the "settlement date" for the deposit.

**"Funding Account"** has the meaning set forth in the Bill Payment Service section.

**"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.

**"MICR Data"** means information from the Magnetic Ink Character Recognition stylized printing on the bottom of checks comprised of routing, transit, account, and check serial numbers.

**"Mobile Deposit"** means the Check Image, dollar amount information, and deposit account information transmitted to us that allow us to process and collect the item.

**"Password"** means the combination of numbers, letters, and symbols you select for the purpose of authenticating yourself when accessing the Services.

**"Services"** means the banking services we provide to you through our Internet banking site and our mobile application. These include funds transfer services, bill payment services, Mobile Deposits, Alerts and Reminders, and other digital 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, unless you have “opted-out” of Arbitration by following the procedures for doing so in your Account Contract. Your Loan Agreement also may have an Arbitration provision, unless you have “opted-out” of Arbitration under that agreement. Those Arbitration provisions apply to your use of the Services if you have not opted-out of them.**

### **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 comply with the notice requirement of any applicable laws. 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 and 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 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 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 North

Plymouth, MN 55441

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

By consenting to the terms of this Agreement, you agree that we may, at our option, provide Communications to you in electronic form, including making them available to you in electronic form. We may do so by: (1) posting or making the Communication available in your digital banking secure mailbox (accessible at *tcfbank.com*); (2) posting the Communication on our digital banking Internet site; (3) sending the Communication to the email address you provide to us; or (4) sending you an email, text message, or push notification to the telephone number you provide to us for your 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.

By agreeing that we may provide Communications 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 “delivered” to you and received by you on the date it is posted, made available, or sent to you as provided in this Agreement.

**Important:** If you want to receive online (electronic) Account 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 online (electronic) Account statements.

### **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 email address that you have provided to us most recently and that we maintain in our records.

### **How to Withdraw Your Consent for Electronic Delivery**

You have the right to withdraw your consent to receive Communications in electronic form 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 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 or telephone number. You may change your email address or telephone number by changing your profile within digital 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 at the telephone numbers or address shown in the section called “Contacting TCF.” TCF may charge a fee for a paper copy. Please refer to TCF’s Services and Prices Schedule for more information.

### **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 or prior version of Windows, mac OS X, iOS, or Android. Additionally, your operating system must support the most recent or prior version of Microsoft Internet Explorer, Microsoft Edge, Mozilla Firefox, Safari, or Google Chrome. 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.

## Digital Banking Services

### Accessing Your Account or Loan

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

- Have an active Account or Loan;
- Follow the online enrollment and activation process. This includes selection of a digital banking login ID 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; or have a 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.

You must use your digital 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 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 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 occur.

### Bill Payment Service

Our bill payment service allows you to schedule, change, or delete one-time or recurring payments from your Account to third party payees and create and manage electronic billing (eBills) using the Services. The bill payment service is only available to customers age 18 or older with a United States address.

#### Designation of Funding Account

Only checking and money market accounts can be used to make bill payments using the bill payment service. To make a payment, you must designate which Account will be used to make the payment (each designated account is called a "Funding Account"). If you or we close a Funding Account, you must designate a new Funding Account for any pending or future payments. We will not honor any bill payment requests if the Funding Account is restricted for any reason.

By scheduling a bill payment, you are authorizing us to withdraw the amount of the bill payment from the designated Funding Account.

**Debits to the Funding Account (withdrawals) for scheduled bill payments usually take place on the due date. However, the debits may take place up to 2 Business Days before the due date.** The date and time of debits are at our sole discretion. However, checks written directly against a Funding Account to pay bills (as opposed to electronic debits) will be debited to the Funding Account when presented for payment by the payees. If a bill payment request exceeds the Available Balance in the Funding Account at the time we process it, we may, in our sole discretion: (1) honor the request and debit the Funding Account for the amount of the request (however, see the exception below), 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 may also initially honor the request and then request the payee to return the payment or we may attempt to get reimbursed by submitting debit requests to the Funding Account up to three times (a separate overdraft fee may apply for each attempt). If you fail to reimburse us, we may also send the payment to a debt collector.

We do not guarantee that any payee will receive payment by a certain date. Additional time may be required if payment is made to your designated payee by check without a payment coupon or associated payment stub, as the payee may have to process it at a secondary address. You are responsible for any

late payments or finance charges that may be charged due to late payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours.

### **Daily and Transaction Limits**

We limit the amount of each payment you can make from your Accounts to \$10,000. We limit the total amount of bill payments you can make each day from your Accounts to \$25,000. Federal regulations limit transfers and withdrawals (including bill payments) from money market accounts to six per monthly statement period. We reserve the right to further limit the frequency and dollar amount of bill payment transactions from a Funding Account for security or fraud reasons.

### **Designation of Payee**

You authorize us to make payments to any payee and follow other payment instructions that we receive under your Password. You are responsible for the accuracy of all payee information entered in to the bill payment system. Payments may be misdirected or delayed if incorrect payee information is entered.

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. Checks may be written directly against the Funding Account, or they may be written against an account of the Technology Provider followed by an electronic debit to the Funding Account for the check amount. If you have opted-out of overdraft for checks and electronic transactions, your opt-out election applies to checks written directly against the Funding Account but not the electronic debits.

You may designate any payees located within the United States. However, you may not designate any payee for gambling, drug, tobacco, or any illegal purpose. Also, you may not designate a payee for purposes of making tax or court-ordered payments. We may limit your ability to specify any other payee or class of payees. We may refuse to make a bill payment that appears to be fraudulent or erroneous.

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 Bank.

### **Delivery of Payments**

By scheduling a payment, you authorize us to debit your designated Funding Account and pay checks and electronic transactions for a bill payment transaction.

Standard delivery is the default delivery method. Standard delivery will generally be delivered in one to two business days for electronic payments and in four business days for paper payments. The bill payment service will automatically select the first available standard delivery date for each payment. You can move this date to a future date or an expedited delivery when available. Expedited delivery will be delivered the same business day and paper payments will be delivered next business day by overnight courier service. Fees apply to expedited delivery and the amount of the fee will display prior to your agreeing to expedited delivery. Lower cost payment alternatives may be available through the payee.

### **Changes to Payments**

You may make changes to any scheduled payments before payment processing begins. The bill payment service will not allow changes once payment processing begins. We will not authorize any stop payment requests on bill pay transactions. We do not charge a fee to cancel or change a scheduled payment.

### **Electronic Bills**

The bill payment service includes a feature that electronically presents you with electronic bills from select billers. Electronic bills may not be available from all of your billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your billers directly if you do not receive their bill(s). You agree to hold us harmless should a biller fail to deliver your bill(s). You are responsible for timely payment of all bills. Copies of previously delivered electronic bills must be requested directly from the biller.

*Receiving Electronic Bills.* You will receive electronic bills from a biller only if both: (a) you have activated it in the bill payment service as one of your billers, and (b) the biller has arranged with our Technology Provider to deliver electronic bills. You will receive electronic bills from that biller if either: (1) you affirmatively elect online within the bill payment service to receive electronic bills from the biller, or (2) if available, the biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect within the bill payment service to stop receiving electronic bills from a biller on an individual biller basis. When affirmatively electing to receive electronic bills from a particular biller, you may be presented with terms from that biller for your acceptance. We are not a party to such terms.

We will notify the biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from biller to biller and may take up to sixty (60) days, depending on the billing cycle of each biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic biller reserves the right to accept or deny your request to receive electronic bills.

*Paper Copies of Electronic Bills.* If you start receiving electronic bills, the biller may stop sending paper bills to you. Your ability to receive a paper copy of your bill(s) is at the sole discretion of the biller. Check with the individual biller regarding your ability to obtain paper copies of electronic bills.

*Authorization for Information Sharing.* You authorize us to share identifying personal information about you (such as name, address, telephone number, biller account number) with companies that you have identified as your billers and which we have identified as offering electronic bills for purposes of matching your identity on our records and the biller's records to activate your request for electronic bills, and/or to confirm your eligibility for "trial basis" electronic bills. You authorize us to obtain bill data from your billers that you have requested to send you electronic bills, and from your billers that wish to send you trial electronic bills. For some billers, you will be asked to provide us with your user name and password for that biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

*Electronic Bills.* We are unable to update or change your personal information that is held by the biller. Any changes will require you to contact the biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the biller. You must resolve any discrepancies or disputes regarding the accuracy of your electronic bills directly with the biller.

This Agreement does not alter your liability or obligations that currently exist between you and your billers.

*Notification.* We will attempt to present all of your electronic bills promptly. In addition to notification within the bill payment service, we will send an Alert and Reminder to the e-mail address listed for your Account. It is your sole responsibility to ensure that this information is accurate. If you do not receive notification, you are responsible to periodically logon to the bill payment service and check on the delivery of new electronic bills. The time for delivery and/or notification varies by biller. You are responsible for creating payments and the timeliness of payments for all electronic bills.

*Cancellation.* Your electronic biller(s) or you may cancel the presentment of electronic bills at any time. The timeframe for cancellation of your electronic bill presentment varies by biller and may take up to sixty (60) days, depending on the billing cycle of each biller. We will notify your electronic biller(s) as to the change in status of your Account and you are solely responsible to arrange for an alternative form of bill delivery. We may not be able to deliver any electronic bills at or after the time of cancellation.

### **Mobile Deposit Service**

Our mobile deposit service allows you to use the TCF Bank mobile banking application and your mobile device to create electronic images of the front and back of checks and deliver those images to us for processing. Mobile Deposits are not "electronic funds transfers" covered by the federal Electronic Fund Transfer Act.

To use the Mobile Deposit Service:

- Your Account must be eligible for the service;
- You must be enrolled in the Services;
- You must download the TCF Bank mobile banking application on
  - Android devices using an operating system of 4.4 or higher;
  - iOS devices using an operating system of 8.0 or higher;
- You must permit the TCF Bank mobile banking application to access your camera;
- You must use the service from a location in the United States; and
- You must have a check that is eligible for Mobile Deposit.

When making a Mobile Deposit, you must enter the check amount and designate the Account into which you want the check deposited. The back of the check must be signed by all payees and include "For TCF Deposit Only" after signature. A check can only be deposited into an account of one of the payees. You are required to take a picture of the front and back of the check using the camera on your device. The service will show the check status of "accepted," "rejected," or "pending." You warrant that you will not attempt to deposit to your Account or otherwise negotiate any check that you have previously deposited using Mobile Deposit. You are liable for any and all damages resulting from duplicate deposit of any check you deposit using Mobile Deposit.

We reserve the right to limit the types and number of accounts eligible and the right to refuse any transaction you request using Mobile Deposit. In addition,

the service may not support all types of mobile devices.

### **Checks Eligible for Mobile Deposit**

Only checks payable on demand and drawn on or payable through a United States financial institution are eligible for Mobile Deposit. We will not be able to process a check where the MICR Data is unreadable or the check was previously processed through Mobile Deposit. The following check types are not eligible for Mobile Deposit:

- Canadian checks or checks with a foreign routing number,
- Image Replacement Documents,
- Treasury checks,
- Postal money orders,
- Savings bonds,
- Travelers checks,
- Checks payable in a foreign currency,
- Checks that are missing information or have been altered,
- Checks that have been returned unpaid or uncollected,
- Checks payable to persons other than you or another account owner,
- Checks that have been remotely deposited at another financial institution, and
- Any other checks that we determine are ineligible.

Our failure to identify an ineligible check through Mobile Deposit does not limit your liability or our ability to return the check unpaid. We may, in our sole discretion, reject any check we determine is ineligible for Mobile Deposit. Please bring any check that is ineligible for Mobile Deposit to a TCF branch for processing.

### **Daily and Transaction Limits**

We limit the amount of each check you may deposit using Mobile Deposit to \$2,500. We limit your total daily Mobile Deposits per account to \$2,500 and 5 checks. Over a 30 day period, you can only deposit a total of \$5,000 to all of your Accounts with Mobile Deposit.

### **Funds Availability**

The Cutoff Time for Mobile Deposits is 10:00 p.m. Central Time. The Funds Availability Schedule and Disclosures in TCF's Terms and Conditions for Checking and Savings Accounts applies to your Mobile Deposit. Generally, the first \$250 of total checks deposited using Mobile Deposits will be immediately available on the Day of Deposit. The remainder will be Available Funds on the second Business Day after the Day of Deposit.

### **Fees**

Fees may apply to your use of Mobile Deposit. These fees will display on the screens in the mobile banking application when you are making the deposit. You agree to pay all fees displayed in the application and agree that we may deduct such fees from your Account. Fees will only be charged if your deposit is accepted.

### **Remotely Deposited Check Retention**

You must retain a check that is deposited using Mobile Deposit for at least 30 days or until the funds post to your Account. After receiving notice that your check has been accepted for deposit, you must write "Mobile Deposit" and the date of the deposit on front of check.

### **Accounts Eligible for Mobile Deposit**

All checking accounts and most savings and money markets are eligible for the Mobile Deposit service. Certificate of deposit accounts and Loans are not eligible for the Mobile Deposit service. The following savings account products are not eligible for Mobile Deposit service: Passbook Savings, Regular Savings, Chicago Passbook Savings, Money Market Passbook, Golden Savings, Preferred Passbook, First Time Homebuyers, Chicago Golden Passbook, Student Passbook Savings, Limited Passbook, and Holiday Club.

### **Alerts and Reminders**

If you want to receive Alerts and Reminders, you must enroll for them within TCF's digital banking application. By enrolling for Alerts and Reminders, you agree to receive Alerts and Reminders through email, text messages, push notification, and/or display through the TCF mobile banking application. If you want to stop receiving Alerts and Reminders, you agree to unenroll from the alerts within the digital banking application.

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 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.**

You agree that you will notify us of any changes in your email address or telephone number. You may change your email address or telephone number by changing your profile within the digital banking application.

### **Mobile Application**

All of the Services available may not be available through the TCF mobile banking application.

Due to space limitations, we may use abbreviations of defined terms for Communications we send by automated (SMS) text message, push notifications, and/or display on the TCF mobile banking applications. The number of transactions that we can display using the TCF mobile banking application is limited.

Transactions displayed may be those posted to your Account or those pending (which means they will be posted at a later time). All posted and pending transactions will be reflected in your account balance. The entire balance may not all be available for immediate withdrawal.

The TCF mobile banking application allows you to log in using the fingerprint authentication technology if your mobile device has the technology enabled. You may enable or disable the fingerprint login feature at any time within the mobile settings of the application. If you enable the fingerprint login feature, anyone with a fingerprint setup on your device will be able to log in to the TCF mobile banking application, access your account information and complete transactions. Do not use the fingerprint login feature if you share your mobile device with others.

The TCF mobile banking application allows you to see your account balances and most recent transactions on the login page without logging in by pressing the "Quick Glance" button. You may enable or disable Quick Glance at any within the mobile settings of the application. Your account number is always hidden and no money can be moved using the Quick Glance feature. If you enable the Quick Glance feature, anyone with access to your phone would be able to use this feature to see your account balances and recent transactions. This feature is not password protected. Do not enable the Quick Glance feature if you share your mobile device with others.

### **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. Services may not be available in all countries outside the United States. 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 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 authorizer. 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."

### **Communications on Your Phone or Mobile Device**

Except as stated below, you agree that we may contact you in connection with your Account or Loan and for other purposes on your present or future: (1) residential or business landline telephone; (2) personal or business wireless telephone; or (3) other wireless device. We may contact you by voice telephone call, text message, email, push notification and/or display through the TCF mobile banking application or other form of communication. You agree that we may use an automatic telephone dialing system or an artificial or prerecorded voice to contact you at the telephone number(s) you have provided to us.

Your agreement in this section also extends to third parties that may initiate calls or send messages on our behalf, including 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.

However, without your prior express written permission, we will not we will not: (1) initiate telephone calls or send text messages to your wireless telephone using an automatic telephone dialing system or an artificial or prerecorded voice that include or introduce an advertisement or constitute telemarketing; or



(2) initiate telephone calls to your residential landline telephone using an artificial or prerecorded voice that include or introduce an advertisement or constitute telemarketing.

You may, at any time, revoke your permission to allow us to: (1) initiate telephone calls or send text messages using an automatic telephone dialing system or an artificial or prerecorded voice to your wireless telephone; (2) initiate telephone calls using an artificial or prerecorded voice to your residential landline telephone that include or introduce an advertisement or constitute telemarketing; (3) initiate telemarketing calls to you at any phone number; or (4) send email that is primarily for advertising or promotional purposes to your wireless phone or wireless device. To revoke your permission, or to be placed on our do-not-call list for telemarketing purposes, please contact us at the telephone number or address shown in the section called "Contacting TCF". If you want to stop receiving Alerts and Reminders, you agree to unenroll within the digital banking application. See the section called "Alerts and Reminders" for more details. 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.

## **Digital 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 computer or device you use to access the 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 computer or device is lost or stolen; (5) your email 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 computer or device, or entering it in a way that allows others to see it;
- Leaving your computer or device unattended while using the Services;
- Failure to report unauthorized Account or Loan access promptly;
- Viruses. Many virus protection/firewall programs are 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 mobile device contact information to which Communications are sent.

### **Security of Information**

You assume all risk that any Communications you receive using a wireless connection or store in your computer or 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](http://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. To stop the payment, 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 Digital Banking Transactions**

This section called "Errors You Have Found or Questions You Have About Your Account's Digital Banking Transactions" only applies to Consumer Accounts.

In case of errors or questions about your Account's digital 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 Digital 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 a digital 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 digital 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, some exceptions apply. 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 a digital 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 from the Services, you can contact us and we take action to cancel the Services.

You may also:

1. Unenroll for online (electronic) statements by doing so through the Services. Depending on your checking account type, monthly paper statement fees may apply.
2. Cancel any scheduled transfers or bill payments by deleting them in the Services.
3. Deactivate Alerts and Reminders in the Services.

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 digital 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.

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