

## Terms and Conditions – Mobile Capture

1. The Mobile Capture service (Mobile Capture) provides you the ability to access and make deposits to your designated eligible Accounts using the Software. The Mobile Capture service is designed to take advantage of The Check Clearing for the 21st Century Act and its regulations (collectively "Check 21"). The Mobile Capture service enables you to use a compatible handheld device to scan an image of original paper checks ("Original Checks") that are drawn on or payable through United States financial institutions (each a "Check Image") and to electronically submit the Check Image and associated deposit information to Triumph Bank from your home or other remote locations using the Software for deposit into a designated eligible Account for collection thereafter by Triumph Bank. A Check Image submitted to Triumph Bank electronically for deposit is not deemed received until Triumph Bank accepts and confirms receipt of your Check Image deposit. By submitting a deposit to Triumph Bank using Triumph Bank's Mobile Capture service you agree to the Terms and Conditions stated herein.
2. Your use of the Mobile Capture service is subject to the requirements:
  - To access the Mobile Capture service you must have or acquire and maintain a compatible handheld device and a wireless plan from a compatible wireless carrier.
  - You must request to and qualify, and Triumph Bank must approve you, to use the Mobile Capture service.
  - You may scan and submit Check Images for deposit to Triumph Bank within the dollar limits ("Deposit Limits") established for you by Triumph Bank. Triumph Bank reserves the right to limit the frequency and dollar amount of deposits submitted through the Mobile Capture Service. If you exceed the Deposit Limits established for you, Triumph Bank may in its sole discretion accept or refuse the Check Image deposit. If at any time Triumph Bank accepts a Check Image deposit that exceeds your Deposit Limits, Triumph Bank will have no obligation to do so in the future. Triumph Bank may at any time at its sole discretion raise or lower your Deposit Limits.
  - By requesting access to the Mobile Capture service, you authorize Triumph Bank to provide you with access to all of the eligible accounts you designate to participate in the Mobile Capture service. The following account types are currently eligible for the Mobile Capture Service: checking, savings, and money market accounts.
3. Scanning and submitting Check Image deposits does not constitute receipt of the deposit by Triumph Bank. Generally, Check Image deposits received prior to 4:00 p.m., Central Standard Time are processed on the Business Day of receipt. Any Check Image deposit received after this time or on Saturdays, Sundays, and holidays when Triumph Bank is closed will be processed on Triumph Bank's next Business Day. Acknowledgment that your Check Image deposit has been received by Triumph Bank does not mean that the Check Image deposit was received error free.

4. You may verify receipt and the amount of your Check Image deposit real-time deposited to your account by reviewing your status on your handheld device. Funds will not be available until the business day following the business date of your deposit. You may verify the deposit into your account by using Mobile Banking, Online Banking or by calling Triumph Bank customer service at 901-333-8800.
5. You agree that you will use the Mobile Capture service to scan only Original Checks payable to and properly endorsed by you, drawn on financial institutions in the United States with a valid ABA/Routing Number and denominated in U.S. Dollars, and intended for deposit by you to your designated Account with Triumph Bank. All other items may be deposited by alternate methods such as in person or by mail including a completed account deposit slip.
6. You understand that Triumph Bank is not obligated to accept for deposit any Check Image that Triumph Bank in its sole discretion determines to be ineligible for the Mobile Capture service. Ineligible items include: Check Images of items drawn on banks located outside the United States, Check Images that are illegible, images of checks previously converted to Substitute Checks (as defined by Check 21), and Check Images with unreadable magnetic ink character recognition ("MICR") information. The quality of any Check Image must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. You acknowledge and agree that even if Triumph Bank does not identify a Check Image as ineligible, the Check Image may be returned to Triumph Bank because, among other reasons, the Check Image or any Substitute Check created from the Check Image is deemed ineligible by the financial institution upon which it is drawn or any intermediate collecting financial institution. Triumph Bank's failure to identify a Check Image you transmit to Triumph Bank as ineligible shall not preclude or limit your obligations.
7. You shall fully destroy each Original Check in your Check Image deposit thirty (30) days following receipt and crediting of your Check Image deposit or as Triumph Bank may otherwise instruct. Prior to destruction you shall maintain each Original Check in a secure location. You understand each Original Check must be fully destroyed following any retention period and that a paper shredder is one such method to assure destruction. You are responsible if an Original Check is misused following submission by Check Image deposit and its full destruction.
8. You make the following representations and warranties:
  - You shall not alter any Original Check or Check Image and shall review the Check Image to ensure that it accurately represents all of the information on the front and the back of the Original Check at the time you scanned the Check Image.
  - You shall submit to Triumph Bank only Check Images that are suitable for processing, including, but not limited to, Check Images that are legible and contain machine-readable MICR data.

- You shall not submit to Triumph Bank or to any other person or entity for deposit or credit any Original Check if a Check Image of the Original Check has already been submitted and accepted for deposit into your Account with Triumph Bank or which you previously submitted to and was accepted by any other person or entity for deposit.
  - You shall not deposit into your Account with Triumph Bank or any other deposit taking institution, or otherwise negotiate or transfer to anyone, any Original Check that you submitted as a Check Image deposit to Triumph Bank unless following receipt of your submission, Triumph Bank notifies you that the Check Image is ineligible and not accepted for deposit or that the Check Image or any Substitute Check created from the Image is refused by the financial institution upon which it is drawn.
  - You shall indemnify, defend, and hold Triumph Bank and its agents from and against all liability, damage and loss arising from any claims, suits, or demands, brought by third parties with respect to any Check Image, Substitute Check, or Original Check processed through the Mobile Capture service as described above.
  - You shall use the Mobile Capture service only for your own personal, home office, or small business use in accordance with the terms of this Agreement. You shall not make the Mobile Capture service available or transfer your rights to use the Mobile Capture service for the benefit of any third party.
9. Triumph Bank will acknowledge receipt of your Check Image deposit submitted through the Mobile Capture service and notify you if a Check Image is not eligible for deposit. Triumph Bank's ability to provide the Mobile Capture service is conditioned upon the availability of the wireless or computer services and systems used in transmitting your requests and Triumph Bank's response. Triumph Bank shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of the Mobile Capture service, wireless or computer services, or systems, resulting from the act or omission of any third party or other causes not reasonably within Triumph Bank's control.
10. The following provisions are applicable to Business Accounts. "Business Accounts" mean sole proprietorships, partnerships, limited liability companies, corporations, and other forms of business organization that are not "consumer" accounts and are not maintained primarily for personal, family, or household purposes.
- For Business Accounts using the Mobile Capture Service, Triumph Bank is not responsible for any loss, injury or damage, whether direct, indirect, special, consequential, exemplary, economic or otherwise, caused by the Mobile Capture service or the use of the Mobile Capture service except as otherwise expressly provided for in this Agreement or by applicable law. By using the Mobile Capture service to access your Business Accounts, you are responsible for any unauthorized use of the Mobile Capture service and any loss or damages incurred due to the unauthorized access to your Business Accounts.

- If your deposit activity through the Mobile Capture service exceeds your Deposit Limits, Triumph Bank reserves the right to disable your access to the Mobile Capture service and provide you with information on other business banking electronic deposit options that may be available to you.
  - If any person authorized access through the Mobile Capture service to conduct transactions on any Business Account is no longer authorized, it is your responsibility to notify Triumph Bank. Triumph Bank shall not be liable or responsible to you for any transactions conducted on a Business Account by any person whose authority to conduct transactions is no longer in effect until Triumph Bank is expressly notified.
11. All fees and charges related to any Account you access with the Mobile Capture service as stated in the applicable Fee Schedule for the Account will remain in effect when using the Mobile Capture service. The monthly fees and charges, if any, for the use of the Mobile Capture Service are found in the applicable Fee Schedule.
12. **DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE MOBILE CAPTURE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TRIUMPH BANK DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. TRIUMPH BANK MAKES NO WARRANTY THAT THE MOBILE CAPTURE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (iii) THAT THE RESULTS OBTAINED FROM THE MOBILE CAPTURE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. IN NO EVENT WILL TRIUMPH BANK BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGE ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THE MOBILE CAPTURE SERVICE OR FOR ANY LOSS OF DATA, EVEN IF TRIUMPH BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**
13. You agree that Triumph Bank may provide you with all disclosures, notices, and other communications about the Mobile Capture service, and any future amendments or changes or additions to this Agreement, in electronic form. Triumph Bank will provide all future updates to the Agreement by posting the updated Agreement on the Website. At your request, Triumph Bank agrees to provide you with a paper copy of this Agreement. You may request paper copies of this Agreement by calling Triumph Bank Customer Service at Triumph Bank Your consent to receive notices and updates in electronic form only will apply for as long as you use the Mobile Capture service. You may withdraw your consent at any time by choosing to cancel the Mobile Capture service. Triumph Bank may amend or change the terms and conditions stated in this Agreement (including changes in the fees and charges hereunder) by giving notice to you at least the minimum notice required by law or regulation before the effective date of the amendment or change. Amendments may include adding new terms or conditions and deleting existing terms and conditions. Prior notice need not be given where an immediate change in

terms or conditions is necessary to maintain or restore the security of the Mobile Capture service or the safety of Triumph Bank's relationship with you or is otherwise required immediately by law or applicable regulation. Triumph Bank shall thereafter promptly advise you of any such change in writing.