

# CapStar Bank Pocket Passport Mobile Banking Terms and Conditions

Thank you for using the Mobile Banking Services (Services) as provided by CapStar Bank. You must be a PassPort Internet Banking customer. This form discloses only the Terms and Conditions that differ from those previously agreed upon by you upon registration for Passport Internet Banking. Please refer to [your Online Banking Agreement and Disclosure](#).

1. You must have a mobile device and subscribe to a telecommunications services provider that supports mobile Banking, or your mobile device must have access to the Internet. You may access your account(s) through the browser on your cell or mobile phone, or by the downloaded mobile banking application ("app"), using user identification, password and out-of-wallet authentication, to:

- Monitor deposit and loan account balances for current and available amounts
- View and search transaction history
- Transfer money between accounts
- Make payments from your deposit accounts to your loan accounts
- Transfer funds from lines of credit to deposit accounts
- Make one time payments to existing payees using Passport BillPay
- Deposit checks with Mobile remote deposit capture.

Not all functions and features of Passport Internet Banking are available for Mobile Banking. The following features are not available:

- New third party payees cannot be added using Mobile Banking.
- Recurring payments cannot be setup, viewed or modified using Mobile banking.
- External transfers cannot be made using Mobile banking.
- Only a limited transaction history can be viewed or searched using Mobile Banking.

2. The same Limitations for Passport Online Banking regarding the frequency and dollar amount of transfers and payments apply to Mobile banking. Please refer to [Online Banking Agreement and Disclosure](#).

3. Mobile Remote Deposit Capture feature:

This service will enable you to make deposits from anywhere by taking a picture of the front and back of your check. Deposits not received on a Banking Day or not received in their entirety by 5:00 pm, Central time, on a Banking Day will be considered to have been received on the next Banking Day. Please refer to our [Funds Availability Policy](#) Disclosure.

The following restrictions apply to mobile remote deposits:

- There is a single check deposit limit of \$3,000
- There is a Daily amount limit of \$3,000
- You are required to retain your checks after deposit approval for 30 days.
- You must securely store and securely destroy the original check after the 30th day retention period noted above.
- You understand that before using Mobile Remote Deposit Capture, your account must not have had an overdraft in the current cycle.
- You agree that Checks sent via mobile remote deposit capture will NOT: (1) be payable to any person or entity other than You; (2) be prohibited by, or received in violation of, any law, rule or regulation; (3) be payable to cash or irregular in any way; (4) be postdated or more than six month's old (5) be drawn on financial institutions that are not located in the United States.
- You agree NOT to deposit a check that You know or suspect is fraudulent or otherwise unauthorized by the owner of the account on which the check is drawn;
- You agree that you may not deposit checks which have been previously cashed or deposited and you may not subsequently deposit or cash a check that was deposited via mobile remote deposit
- You agree to properly endorse each check prior to submitting such check through remote deposit capture.

#### 4. People Pay Service:

This electronic person-to-person payment service facilitates transfers between your account and any person or entity with an eligible financial institution account or PayPal account. For terms and conditions of this service, please refer to the [CapStar People Pay Disclosure and Addendum to Online Banking Agreement and Disclosure](#).

5. Your Mobile Banking application is protected with a multi-factor authentication. No sensitive information is stored on the mobile device. *After three consecutive failed log-in attempts you will be locked out and will be directed to call Customer Support.*

6. CapStar will not charge you any fees for requesting or using the Mobile Banking service. Please consult with your telecommunications services provider regarding fees associated with your mobile device. You agree that you are responsible for any telephone charges, text messaging fees, Internet service fees and any other charges or fees your wireless carrier may impose as a result of your accessing your Account(s) through the Mobile Banking Service.

7. We will disclose information to third parties about your account or the transfers you make: (1) where necessary for completing transfers; or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (3) in order to comply with government agency or court orders. Please refer to our [Privacy Notice](#).

8. Notify us IMMEDIATELY if you believe or have reason to suspect your mobile device, Username, or Password have been compromised, lost, stolen or used without your authorization by calling us at 1-855-884-5222. Failure to notify the Bank could result in you losing all the money in your Account (plus your maximum overdraft line of credit). Please refer to the [Electronic Funds Transfer Disclosure](#). 9. In case of Errors or Questions about your Electronic Transfers, call or write us at the telephone number listed at the bottom of this form. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared. Please refer to the [Electronic Fund Transfer Disclosure](#).

10. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete, and true information.

11. Termination of Mobile Banking Services. You can terminate at any time from all services by sending **STOP** to **322654**, call CapStar bank or email CapStar support at [consumerbanking@capstarbank.com](mailto:consumerbanking@capstarbank.com).

12. If you have any questions, e-mail CAPSTAR BANK Support at [consumerbanking@capstarbank.com](mailto:consumerbanking@capstarbank.com). You can also text the word "**HELP**" to **322654** to get additional information about the service. We do not charge for help or information messages.

#### 12. Our contact information:

CapStar Bank  
201 4<sup>th</sup> Avenue N., Suite 950  
Nashville, TN 37219  
Phone: (615)732-6400  
Email: [Consumerbanking@capstarbank.com](mailto:Consumerbanking@capstarbank.com)

#### END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

To be Agreed to by End User Prior to Use of the Downloadable App

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

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5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

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7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

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