



Text Messaging Terms and Conditions

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1. INTRODUCTION

First Republic Alerts and Notifications and First Republic Messaging (collectively, "Text Alerts") are services of First Republic Bank ("we," "us," "the Bank") in which you may enroll to receive text messages. Text Alerts enables you to receive text notifications of activity or processes related to your account or products and services related to your account and/or your relationship with the Bank. Text Alerts enables you to receive more general text messages, including messages about new First Republic Bank products and services that may or may not be related to your account and/or relationship with the Bank. You may also receive text messages related to activity or applications for new accounts, products and/or services.

2. GENERAL AND OPT OUT

If you enroll in Text Alerts, you will be agreeing to receive text messages from us at the mobile number you have provided for such purposes. Your enrollment will constitute your representation that you have the authority to provide consent to receive text messages for the mobile number. By enrolling, you indicate your understanding and agreement that text messages we send to your mobile number may be generated using automated technology, including through the use of an automatic telephone dialing system.

Once you have enrolled, if you plan to discontinue using the mobile number you have provided, you are obligated to (i) edit the mobile number on First Republic Banking Online or (ii) cancel your Text Alerts enrollment before discontinuing use of that mobile number.

The frequency of texts sent when you enroll in Text Alerts may vary based on account activity while establishing a banking relationship or new account with the Bank. Frequency may also vary based upon action you request in response to a text message. Frequency of messages regarding products and services related to your account or relationship can be up to 3 message per month. Additional product- and service-related messages may be delivered based upon action you request in response to these messages.

You may cancel your enrollment in Text Alerts, and thereby stop receiving text messages, by replying "STOP" to any text message you receive from us. By doing so, you understand that, for your protection, you may receive an additional text message on your mobile number confirming your cancellation. If you experience any problems with canceling your enrollment or if you need help or additional information, reply "HELP" to any text message you receive from us, or call our toll-free number (888) 408-0288.

3. FEES

We do not charge for your access to or use of text messaging. However your Wireless Service Providers' message and data rates may apply to the texts that you receive from and send to us. You are solely responsible for fees or charges your Wireless Service Providers may levy for receipt or sending of such text messages, and such fees and charges may appear on your wireless bill or be deducted from your prepaid balance.

You are also responsible for any fees associated with the use of the wireless device or other equipment you use for text messages, and by enrolling in Text Alerts, you represent that you are the owner or authorized user of the equipment that you use to sign up for and access those services and that you are authorized to approve any applicable charges.

4. AVAILABILITY/INTERRUPTION/TERMINATION

Text Alerts are available through your equipment when it is within the operating range of your Wireless Service Provider or a computer with an active connection to the internet. Note that text messages may not be available on all equipment or through all wireless carriers, and not all functionalities of text messages are available on all equipment or through all wireless carriers. Carriers are not liable for delayed or undelivered messages. Your receipt of text messages is subject to transmission limitation or interruption. You acknowledge and agree that we are not responsible for performance degradation and delays due to conditions on the internet or due to the equipment, your computer, or the actions of any content or technology providers. You acknowledge that the Bank shall not be liable to you if text messages are not available in a given location. If text messages are not available within your intended location, you agree that your sole remedy shall be to cease using text messages.

We have the right to modify or terminate Text Alerts (or any features) or these Terms and Conditions at any time, for any purpose, with or without notice to you.

5. PRIVACY AND SECURITY

Any personal information you provide to us in association with text messages shall be governed by the First Republic Bank Online and Mobile Privacy Policy posted at firstrepublic.com/privacy/online-mobile-privacy, and we will endeavor to keep the text messages we send you private, viewable only by you and us, and to the extent necessary to deliver text messages, your Wireless Service Provider, any technology

provider and/or the applicable third-party platform. However, you acknowledge and agree that we shall not be liable for any messages you request while using text messages as they are delivered over facilities not under the control of the Bank. Further, you acknowledge and agree that text messages are provided via wireless systems that use radios (and other means) to transmit communications over complex networks. We do not guarantee that your use of text messages will be private or secure, and we are not liable to you for any lack of privacy or security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of text messages. We have the right to access the content of your account and/or wireless account with your carrier for the purpose of identifying and resolving technical problems and/or service-related complaints.

By enrolling in Text Alerts, you are authorizing the Bank to monitor and record voice calls and text messages to us concerning your account or text messages. We have the right to intercept and disclose any messages over the Bank's facilities in order to protect the Bank's rights or property. We may need to look at your messages (including, without limitation, any sent or received in connection with text messages) if we believe it is necessary to protect the Bank or others from injury or damage. We reserve the right to take any appropriate action if we become aware of any use of text messages that we believe violates any law or is otherwise wrongful.

6. PASSWORDS AND UNAUTHORIZED USAGE

If you are aware that text messages you send or believe we sent are used fraudulently, you must immediately notify us. We have the right to interrupt or restrict your use of text messages, without notice to you, if we suspect fraudulent or abusive activity, or for any other reason, at our discretion. By enrolling in Text Alerts, you are agreeing to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe in connection with those services. Failure to cooperate may result in your liability for all fraudulent usage. You are solely and entirely responsible for maintaining the confidentiality of the user ID and password used to access your Mobile and Online Banking activity. Furthermore, you are solely and entirely responsible for any and all activities that occur through your Mobile and Online Banking sessions. Any person able to provide the personal information requested by First Republic Bank customer support is authorized by you to receive information about the account and to make changes to the account. We are not liable for any disclosure of information to any such person or for any changes to the Card account or your Mobile and Online Banking sessions made by any such person.

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