



Text Message Terms of Use

This Terms of Use outlines terms and conditions associated with the SMS authentication service used to access the Internet Banking Service associated with your Account(s) with the Private Bank at Flagstar Bank, N.A. (the "Bank"). Your Accounts and Services with the Bank are governed by the Business Bank Account Agreement and Disclosures and/or Personal Bank Account Agreement and Disclosures (each, the "Account Agreement") and Business Product Terms and Conditions and/or Personal Product Terms and Conditions (each, the "Product Terms"). Capitalized terms not defined in this Terms of Use have the same meaning as provided in the Account Agreement and Product Terms.

1. Your Mobile Device carrier's standard messaging rates apply to any text or SMS message ("SMS") correspondence with Flagstar Bank, N.A. (the "Bank"), including the SMS authentication service. The Bank does not charge for any content; however, downloadable content may incur additional charges from your Mobile Device carrier. Please contact your Mobile Device carrier for information about your messaging plan. Your Mobile Device carrier may impose message or charge limitations on your account that are outside of the Bank's control. All charges are billed by and payable to your Mobile Device carrier.
2. You represent that you are the owner, or authorized user of the Mobile Device you use to receive the service, and that you are authorized to approve the applicable charges.
3. The Bank will send you a message only once in relation to this SMS authentication service, and only with your explicit agreement as indicated by clicking "Continue" upon selecting the "Text the selected number." option.
4. Data obtained from you in connection with this SMS authentication service may include your Mobile Device number, your Mobile Device carrier's name, and the date, time, and content of your messages and other information that you may provide. The Bank may use this information to contact you and to provide the SMS authentication services you request from the Bank, and to otherwise operate, develop, and improve the service. Your Mobile Device carrier and other internet and/or telephone service providers may also collect data from your use of this SMS authentication service, and their practices are governed by their own policies. The Bank will only use the information you provide in connection with the SMS authentication service to transmit your text or SMS message or as otherwise described in this Terms of Use.
5. The Bank is not responsible or liable for the acts or policies of internet, telephone, and/or Mobile Device carrier service providers or other services providers or entities that are not Bank Agents. Subject to Applicable Law, the Bank reserves the right at all times to disclose any information you provide using the SMS authentication service as reasonably necessary to satisfy any law, regulation, or request by a Governmental Authority, to avoid liability, or to protect the Bank's rights or property. When you complete forms online or otherwise provide the Bank with information in connection with the SMS authentication service, you agree to provide accurate, complete, and true information.
5. Bank will not be responsible or liable for Losses arising from any disclosure of information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the message sent in connection with the SMS authentication service. SMS authentication service is subject to effective transmission from your Mobile Device carrier and processing by your Mobile Device and is provided on an AS IS, AS AVAILABLE basis.
6. The SMS authentication service as well as the content and materials received through the service are proprietary to the Bank and its licensors, and is for your personal, non-commercial use only. You shall not damage, impair, interfere with, or disrupt the service or its functionality.
7. The Bank reserves the right to alter charges and/or these terms and conditions from time to time. The Bank may suspend or terminate the SMS authentication service to you if the Bank believes you are in breach of these terms and conditions. Your service is also subject to termination in the event your Mobile Device service terminates or lapses. The Bank may discontinue the SMS authentication service at any time.
8. If you have any questions, e-mail ClientCare@flagstar.com. You can also text the word HELP to 32858 to get additional information about the SMS authentication service. If you receive a message from the Bank unexpectedly, you can text the word STOP to 32858. The Bank does not charge for help or informational messages; however, your normal Mobile Device carrier rates may apply.