

## ONLINE BANKING SERVICES E-SIGN DISCLOSURE AND AGREEMENT

Please take this opportunity to review the following disclosures and information about accessing and using the Online Banking Services (as that term is defined in The Bank and Trust Online Banking Agreement).

### E-Sign Disclosure and Agreement for the Digital Banking Services

As part of your relationship with us, we want to ensure you have all of the information you need to effectively manage your online and mobile banking services. We are required by law to give you certain information “in writing,” which means you are entitled to receive it on paper. We may, however, provide some of this information to you electronically, instead, with your prior consent. This Online Banking Services E-Sign Disclosure and Agreement (the “E-Sign Disclosure and Agreement”) describes how The Bank and Trust (“Bank,” “we,” or “us”) communicates with you electronically, provides additional detail about the Electronic Communications (as that term is defined below) that we provide you, and sets out hardware and software requirements you need to receive these Electronic Communications. Please review this E-Sign Disclosure and Agreement as it applies to Electronic Communications and will be effective until expressly withdrawn by you. Any capitalized terms not defined in this E-Sign Disclosure and Agreement shall have the meaning assigned to them in the Online Banking Agreement.

### Electronic Communications

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, “Electronic Communications”) that we provide in connection with the Online Banking Services. Electronic Communications include, but are not limited to, agreements and policies you agree to in connection with the Online Banking Services (e.g., the Online Banking Agreement) as well as disclosures related to services offered through the Online Banking Services, including updates to such agreements, policies, instructions and disclosures. We may provide these Electronic Communications to you by emailing them to you at the primary email address listed in your Online Banking Services account or by making them accessible in the Online Banking Services. Electronic Communications will be provided online and viewable using in-app display features, browser software or PDF files. In such cases, you will be able to print the Electronic Communication and/or have it emailed to you.

### Required Hardware and Software

You are responsible for maintaining all software and hardware necessary for receiving, viewing and maintaining record of the Electronic Communications. By your acceptance of this E-Sign Disclosure and Agreement, you represent that you will maintain all hardware and software necessary to receive, view and maintain (including, but not limited to saving and/or printing) any Electronic Communications provided to you. You must have: (a) a valid email address on file with the Bank; (b) a computer and/or mobile device (e.g., mobile phone, tablet, Apple Watch, or similar device) with internet access and an iOS or Android operating system; and (c) and sufficient storage space to save Electronic Communications (whether presented online, in emails or .pdf) or the ability to print Electronic Communications. We will notify you if there are any material changes to the hardware or software needed to receive Electronic Communications from us. **By giving your consent, you are confirming that you have access to the necessary equipment and are able to receive, open, and print or download a copy of any Electronic Communications for your records. You may print or save a copy of these Electronic Communications for your records as they may not be accessible online at a later date.**

You are responsible for the installation, maintenance, and operation of your computer and/or mobile device. We are not responsible for any errors or failures from any malfunction of your computer and/or mobile device, for any virus, other problems or changes that may be associated with the use of your computer and/or mobile device, including, for example, the cost of your internet or mobile service provider.

### **Additional Copies**

Additional copies of any Electronic Communication may be provided to you without charge by contacting the Bank within 90 days of the original date of the communication. You may also request paper copies of any Electronic Communication within 90 days of the communication by contacting the Bank at (866) 774-6694, but the Bank reserves the right to assess a reasonable fee for providing such paper copies.

### **Withdrawal of Electronic Acceptance of Disclosures and Notices**

You may withdraw your consent to receive Electronic Communications by contacting the Bank at (866) 774-6694. If you fail to provide or if you withdraw your consent to receive Electronic Communications, we reserve the right to deny your request for enroll in the Online Banking Services, terminate your Online Banking Services, or charge you fees for paper copies.

### **Federal Law; Termination and Changes**

You acknowledge and agree that your consent to Electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), and that you and we both intend that the E-Sign Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means. We reserve the right, in our sole discretion, to discontinue the provision of your Electronic Communications, or to terminate or change the terms and conditions on which we provide Electronic Communications. We will provide you with notice of any such termination or change as required by law.

### **Accept or Decline**

By clicking "Accept" on the website or the mobile application, you are agreeing to receive disclosures electronically as stated in this E-Sign Disclosure and Agreement and you are agreeing to the following The Bank & Trust Online Banking Agreement.

**If you DO NOT want to consent to electronic delivery of disclosures, PLEASE EXIT THE WEBSITE OR THE MOBILE APPLICATION NOW.**

**If you consent to electronic delivery of disclosures, including the following Online Banking Agreement, please click the "Accept" button on the website or the mobile application.**

# Online Banking Agreement

This **Online Banking Agreement** (this “Agreement”) contains the terms and conditions that apply to your use of the online and mobile banking services provided by THE BANK & TRUST SSB, that allows you to perform a number of banking functions through the use of a personal computer and/or a mobile device. **Please read this Agreement carefully and keep a copy of it for your records.**

Each time you use any Service described in this Agreement, or allow any other person to use any Service, you are confirming your acceptance of the terms of this Agreement, including, but not limited to, the terms of that Service, that are in effect at that time. Any terms or conditions proposed by you that are in addition to, or which conflict with, this Agreement are expressly rejected by us and shall be of no force or effect. If, at any time, you do not wish to accept the terms of this Agreement, you may not access, link to, or use any Service.

**YOUR USE OF THE SERVICES ARE SUBJECT TO ANY DISPUTE RESOLUTION PROVISIONS GOVERNING YOUR ACCOUNT(S). THEREFORE, IF A DISPUTE ARISES BETWEEN US REGARDING THIS AGREEMENT, EITHER PARTY MAY REQUIRE THAT IT BE RESOLVED THROUGH ARBITRATION, INSTEAD OF THROUGH A JURY TRIAL. YOUR ATTENTION IS DRAWN TO SECTION VIII OF THIS AGREEMENT AND TO THE TERMS OF YOUR ACCOUNT AGREEMENT.**

## I. GENERAL TERMS AND CONDITIONS

**1. Scope of Agreement.** This Agreement sets forth your and our rights and responsibilities with respect to the Services and supplements, but does not replace, any other agreement you may have entered into with respect to any deposit account or other bank product, including, but not limited to the Account Agreement, fee schedules, disclosures or any other terms and conditions that are presented to you related to a particular Service or Account. For example, your use of the Services does not affect the terms and conditions governing any deposit account. If any terms or provisions of this Agreement conflict with those of another agreement between you and us, or such other agreement contains terms or provisions not addressed herein, such other agreement shall control and take precedence, unless specifically stated otherwise provided in this Agreement.

**2. Definitions.** In this Agreement, the following terms have the following meanings:

- “Account” means any deposit, loan, banking, checking, credit, mortgage, or other account maintained by you with us, which may be used or affected in connection with your use of any Service. An account may be either a consumer account (primarily for personal, family or household purposes) or a commercial account (primarily for purposes other than personal, family or household purposes). Your representation when you open an account as to the purpose is binding and conclusively establishes the nature of the account.

- “Account Agreement” means any and all agreements, disclosures or other documents between us and you which govern each Account and which were provided to you when you opened such Account, each as may be amended.
- “Authorized User” means any person or entity that you authorize to use any Service or to access any of your Accounts, or reasonably believed by us to have been authorized by you to use any Service or to access any of your Accounts, including, without limitation, any person or entity to which you have provided or disclosed a Security Credential or made available or disclosed any Security Procedures, or any person or entity knowing or in possession of a Security Credential or Security Procedure without regard to whether such person or entity gained access to or possession of the Security Credential or Security Procedure from you, and/or any person or entity expressly authorized to use any Service or access any Account. Any Authorized User shall continue to be an Authorized User unless and until you notify us, as set forth herein, that such person or entity is no longer an Authorized User and until we have had a reasonable opportunity to act upon such notice.
- “Business Day” means any day Monday through Friday but excludes weekends and bank holidays.
- “Confidential Information” means any and all documents, materials, data and/or information, in whatever form or format, which relates to any Service, and any other information which we designate as confidential or proprietary information or which you have reason to know is confidential or proprietary information; provided, however, that notwithstanding the foregoing, Confidential Information shall not include information which is proprietary information, or which becomes generally available to the public other than as a result of a disclosure by or through you or your agents, representatives, successors or assigns, or which becomes available to you on a non-confidential basis from a source other than us.
- “Content” means all information and features, such as analysis, reports, orders, information, statements, announcements, notifications, communication tools, reference tools, and other content, provided by us in connection with the Services.
- “Mobile Device” includes a cell or mobile phone, tablet computer, or personal electronic device satisfying hardware and software requirements as specified by us from time to time.
- “Security Credentials” means, without limitation, any security code, password, personal identification number, user identification technology, token, certificate, or other means, or method of authentication, identification or verification used in connection with a Security Procedure applicable to any Service.
- “Security Procedure” means any process or procedure established between you and us for the purpose of verifying that communications, orders, instructions, or inquiries regarding a Service are yours, and/or for the purpose of authenticating you or your Authorized Users in connection with your use of the Services, and/or for the purpose of authorizing transactions and other activity through the use of the Services.

- “Service(s)” refers to collectively any or all of the Online Banking Services and Mobile Banking Services described in this Agreement or added in the future that can be accessed through [www.thebankandtrust.bank](http://www.thebankandtrust.bank), our Mobile Device application or other electronic means.
- “We,” “us” and “our” means THE BANK & TRUST SSB, and any agent, independent contractor, designee, or assignee that THE BANK & TRUST SSB uses in the provision of the Services;
- “You,” “your” and “user” mean those who sign as applicants or who have an interest in Account(s), each Authorized User, or those who access, subscribe to or use any Service.

Other terms may be defined elsewhere within this Agreement.

**3. Access to the Services.** In order to use the Services, you must have access to a computer, which includes a Mobile Device, and the Internet. You are responsible for obtaining, installing, maintaining and operating all computer and Mobile Device hardware, network and software necessary to access and use the Services. We do not guarantee the compatibility of the Services with all computer systems, devices, internet browsers, hardware and/or software, and you are responsible for assuring that your computer meets the applicable standards for use of the Services as established by us.

You are responsible for obtaining an encrypted browser capable of a sufficiently high level of encryption to meet the system requirements we establish from time to time. You are additionally responsible for (i) obtaining Internet services via the Internet service provider of your choice, (ii) obtaining cellular or mobile services via the cellular or mobile service provider of your choice; and (iii) any and all fees imposed by such Internet service provider and/or cellular or mobile service provider. We are not responsible for any Internet or cellular/mobile access services.

We are not responsible to you for any loss or damage that you suffer as a result of the failure of systems, software or hardware that you use to initiate or process transactions through the Services, whether such transactions are initiated or processed directly with our systems or through a third party service provider. You alone are responsible for the adequacy of the systems and software that you utilize to process transactions and the ability of such systems and software to do so accurately.

#### **4. Security Procedures.**

**4.1 Security Credentials.** We require you or any Authorized User to use Security Credentials to gain access to the Services, and you will not be allowed to access the Services without correctly entering your Security Credentials. We may provide you a security code for your initial use of the Services or for any reset of your settings and you will be required to select or create personalized Security Credentials thereafter. From time to time, we may require you to select or create different Security Credentials and may change the types of security techniques used to access for any or all of the Services.

You agree and acknowledge that use of the Security Credentials and any other Security Procedures are used to authenticate your identity and verify the instructions you provide to us, and are not used to detect errors in the instructions, transmission or content of communications. You bear sole responsibility for detecting and preventing any such errors. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures herein, that such instruction is incorrect or that the Security Procedures or your Security Credentials have been stolen, compromised, or otherwise become known to persons other than Authorized Users and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for us to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to your Account (for example, any requirement of verifying two or more signatures on any item, such as checks, will not apply to electronic or telephone transfers), and you agree and intend that the submission of transaction orders and instructions using the Security Procedures shall be considered the same as your written signature to execute such transaction. This means that any person who is an authorized signer on your Account is authorized by you to individually make electronic or telephone transfers, even though that person's authority to transfer or withdraw funds from your Account by some other means (e.g., by check) must be exercised jointly with one or more other persons. This provision controls and takes precedence over any conflicting provision in any other agreements you have with us. You acknowledge and agree that you shall be bound by any and all transactions and activity effected through the Service through the use of such Security Procedures, whether you actually authorized the transaction or not, and by any and all transactions and activity otherwise initiated by Authorized Users, to the fullest extent allowed by law.

4.2 Protecting Your Security Credentials. You are responsible for maintaining the security of your computer and Mobile Device and the confidentiality of your Account information and Security Credentials, and you agree to prevent unauthorized use of the Services. You agree not to give your Security Credentials or make it available to another person who is not authorized to access your Account. If you allow any person access to your Security Credentials or to use the Services, you will have authorized that person to use the Service and you agree that you will be bound by any transactions or acts initiated under the Service. You should change your Security Credentials password frequently and avoid using the same password for this Service as for other online services. If you believe that any of your Security Credentials have been lost or stolen or compromised or that any transaction involving any of your Accounts may have been made without your authorization, you must contact us immediately. As a reminder, no one representing us will ask for your Password. You should never give your Password to anyone who asks for it in an email or by phone or anyone else who you do not want to have access to your Account.

4.3 Commercially Reasonable Procedures. You further represent that you have carefully considered the circumstances of your use of the Services and the transactions that you will effect through the Services, and you acknowledge and agree that the Security Procedures, including without limitation any Security Credentials used in connection

therewith, constitute commercially reasonable security procedures under applicable law for such transactions. We reserve the right to modify, amend, supplement, or cancel any Security Procedures, at any time and from time to time at our discretion. We will try to give you reasonable notice of any change in Security Procedures, but we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your use of any changed Security Procedures shall constitute your agreement to the change and your agreement that the Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

**4.4 Breach of Security Process.** In the event of the breach of any applicable Security Procedures, you agree to assist us in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing us or our agent access to your systems, computer hardware and software, storage media and devices, and any other equipment or device that was used or may have been used. You further agree to provide to us with any analysis of such systems, computer hardware and software, storage media and devices, and other equipment or devices, or any report of such analysis, performed by you, your agents, law enforcement agencies, or any other third party. Any failure on your part to assist us shall be deemed an admission by you that the breach of the Security Procedures was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedures from you and not from a source controlled by us.

**5. General Agreement and Use of the Services.** This Agreement is effective between you (including any other Authorized User(s)) and us. You are liable for all transactions initiated through the Services using your Security Credentials and Security Procedures, even if you did not participate in the transaction. Notwithstanding any contrary provisions in your Account Agreement, if you use the Services to access a joint Account that requires more than one signature to authorize a check or complete another transaction, or your Account is subject to any additional restriction, we will not monitor or restrict the aspects of those Accounts in relation to your use of the Services. When such a joint or restricted Account is accessed through the Services, all authorized signers are jointly responsible for all transactions that occur in the Account, whether performed by a single Authorized User, and whether the restrictions are violated or not. This provision shall supersede any contrary or conflicting provisions in your Account Agreement.

**6. Eligibility for Services; Refusal of Services; and Prohibitions.** We reserve the right to determine, from time to time, your eligibility for any: (i) Service, (ii) Account, or (iii) eligibility of any Account for use with a particular Service, all in our sole and absolute discretion. You acknowledge and agree that upon any determination of ineligibility, we may discontinue your access to any Service and or close any Account without further notice to you. We further reserve the right, in our sole and absolute discretion, to delay and/or refuse to process any item, transaction or instruction with respect to any Service that: (i) does not comply with the terms of and conditions of this Agreement or any other agreement with us; (ii) is not complete, correct and current; (iii) is greater in frequency, amount or number than is permitted for the relevant Account or Service, (iv) is for an amount that is less than the minimum amount permitted for the relevant Account or

Service; (v) relates to an Account that has been closed or exceeds the amount of available funds in the relevant Account (or would reduce the balance of the available funds in the relevant Account below any required minimum balance); (vi) we believe in good faith is not genuine, conflicts with another instruction or relates to funds or an Account over which there is a dispute or restriction on withdrawal; (vii) we suspect results from a breach in the Security Procedures or relates to an Account or Service that we suspect is being used for, or is the target of, fraudulent or illegal activity; or (viii) might cause us to violate applicable law or otherwise expose us to liability.

You agree to comply with all applicable laws and regulations in connection with your use of the Services. You further agree to be bound by operating rules and regulations imposed by any processing networks, funds transfer systems, or clearinghouses (including, the Automated Clearing House network) in which we participate and/or which process Service transactions. You agree not to use or attempt to use any Service: (i) to overdraw any Account; (ii) to exceed any credit limit on any credit Account; (iii) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation; (iv) to breach any contract or agreement by which you are bound; (v) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction; or (vi) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that we have no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement. In the event we exercise any right reserved or afforded to us under this Section, you agree that we will have no liability to you under any circumstance, whether under contract, tort, or other legal theory.

**7. Restrictions on Use.** You agree not to: (i) cause, permit, or facilitate access to or use of the Services or Content by automated electronic processes, including, without limitation, “robots,” “spiders,” “scrapers,” “webcrawlers,” or other computer programs that monitor, copy, reproduce or download data or other content found on, or accessed through, the Services; (ii) upload, post, email, transmit, or otherwise make available to or through the Services any topic, name, material, or information that is unlawful, harmful, threatening, abusive, harassing, tortious, profane, defamatory, or otherwise objectionable; (iii) interfere with, disrupt, unreasonably drain the resources of (through virus infections, denial of service attacks, any form of excessive use, or any other drain), translate, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for, or adapt in any way, the Services, or servers or networks supporting the Services or Content, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services or Content; (iv) transmit, broadcast, publicly disclose, rent, lease, resell or otherwise make available to third parties any of the Content or Confidential Information; or (v) upload to the Service any information or content that breaches the rights of any third-party or infringes the intellectual property rights of any third-party.

**8. Service Fees.** We may establish fees, or modify fee amounts, applicable to use of the Services. New or revised fees for a Service will be communicated prior to the effective date of such new or revised fee, as required by applicable law. Your continued use of the applicable Service after the effective date constitutes your consent with such new or



revised fee. If you do not agree to such new or revised fee, you must cancel and cease your use of the Service prior to the effective date. Current fees applicable to the Services will be set forth in our Account Agreement Fee Schedule. You shall be responsible for any and all fees imposed by any internet service provider or telecommunications carrier to receive internet, cellular or other data services. We may also charge you research fees for inquiries about past transactions.

## **9. Confidentiality and Ownership of Content**

9.1 Confidentiality. You shall maintain all Confidential Information in strict confidence and shall not use the Confidential Information for any purpose whatsoever except for your personal use of the Services, and you shall not disclose any Confidential Information directly or indirectly to any other unauthorized person or entity. You acknowledge and agree that in the event of any breach or threatened breach of this obligation of confidentiality, we shall be entitled, without waiving any other rights or remedies in law or in equity, to such injunctive and/or other equitable relief as may be deemed proper by a court of competent jurisdiction. Your obligation of confidentiality shall survive the termination of this Agreement and continue until none of the information which we designate as confidential or proprietary information, or which you have reason to know is confidential or proprietary information, falls within the scope of Confidential Information as defined in this Agreement.

9.2 Ownership of Content & License. All logos, designs, trademarks, and service marks, and other product and Service names are trademarks of us or our licensors (the "Marks"), and you agree not to display or use the Marks in any manner without our permission. You acknowledge and agree that we and our service providers, as applicable, own or hold a license to the Services, the Content and any software or other technology incorporated therein, and that the Services and Content are protected under applicable intellectual property and other laws. You also acknowledge and agree that materials and works contained in the Services and the Content are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the Services. You may use the Services only for your own benefit. You may not copy, reproduce, distribute or create derivative works from the Services, software or Content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose any Service, in any manner contrary to the terms of this Agreement, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

**10. Service Providers.** We reserve the right to offer you any Service through one or more third party service providers that we have engaged to render some or all of a Service to you on our behalf. However, notwithstanding the use of a third party service provider, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent of any liability in connection with the Service. You agree that we have the right to delegate any or all of the rights and obligations under this Agreement to third party service providers,

and any rights or responsibilities so delegated may be exercised or enforced by either us or our service providers.

**11. Information Provided Through Services.** Any Account transaction or activity information that is provided to you through any Service will include a date and/or time as of when such information is current. The balance or recent activity provided to you through the Services may differ from your records because it may not include transactions in process, outstanding checks or other withdrawals, payments, charges or transactions. You agree to regularly review your Account statements and your transaction history and to notify us immediately of any errors or suspected unauthorized transactions or activity. You agree not to rely or act upon any data or information obtained through the Services that you know, or have reason to know, is erroneous, incomplete, or not current.

## **II. UNAUTHORIZED TRANSACTIONS FOR CONSUMER ACCOUNTS**

**THE DISCLOSURES AND TERMS IN THIS SECTION II ARE APPLICABLE ONLY TO CONSUMERS AND TO THE EXTENT THAT YOUR ACCOUNT HAS BEEN ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.**

Certain types of consumer transactions that are initiated through electronic means are subject to the Electronic Fund Transfer Act and the implementation of the Bureau of Consumer Financial Protection Regulation E ("EFT Act"). These include certain transactions that can be made using the Services. Your rights, protection, and liabilities are outlined in the following disclosure in accordance with the EFT Act. Be sure to retain the telephone numbers and addresses that you may need in order to limit your liability and to resolve problems that you may have concerning electronic transfers. This disclosure supplements other electronic fund transfer disclosures that you may receive in connection with other electronic fund transfer services affecting your Accounts with us.

**1. Types of Available Transfers.** The types of electronic fund transfers that you may make depend upon the specific Services which you enroll in as well as the specific types of electronic fund transfers you have authorized. The fund transfer and payment Services generally enable you to transfer funds to and from your Account, to pay bills directly from your Account in the amounts and on the days you request, and to make other payments and remittances of funds from your Account. These transactions are described in detail in this Agreement.

**2. Your Documentation of Transfers.** All fund transfers completed through the Services will appear on your periodic statement for your applicable Account. You will receive a statement of your Account each month in which an electronic fund transfer is made to or from your Account. Otherwise, you will receive a statement at least quarterly. Your periodic statement will show the details of any electronic fund transfer you made.

**3. Unauthorized Transactions.** An unauthorized transfer means a transfer from your Account that is initiated by another person without your authority to initiate the transfer and from which you receive no benefit. The term does not include any transfer

that you indirectly authorized, such as a transfer that is initiated by a person who was furnished by you with the means to access your Account, unless you have given us previous notice that such person is no longer authorized and we have had a reasonable opportunity to act upon your notice.

You must **immediately** inform us if you believe any of your Security Credentials have been lost or stolen. You must also tell us if someone has transferred or may transfer funds from an Account without your permission or if you suspect any fraudulent activity on your Account. Telephoning us is the best way to minimize your possible losses. To notify us about any lost Security Credential or about unauthorized transfers from your Account, call us at **(866) 774-6694**; or write to us at THE BANK & TRUST SSB, P.O. Box 4010 Del Rio, TX 78841-4010.

In the event of stolen access to your Account(s), you could lose all the money in your Accounts (plus your maximum overdraft protection). If you tell us within two (2) Business Days after you learn of the loss or theft of your Security Credential, you can lose no more than \$50.00 if someone used your Security Credential without your permission. If you do NOT notify us within two (2) Business Days after you learn of the loss or theft of your Security Credential, and we can prove we could have stopped someone from using your Security Credential without your permission if you had notified us, you could lose as much as \$500.00.

You should check your Account statement monthly. If it shows any unauthorized transfers, notify us immediately. If you do not notify us within sixty (60) days the statement was mailed to you showing an unauthorized transfer, you may not get back any funds lost after the sixty (60) day period if we can prove we could have stopped someone from taking the money had you informed us in time. If a good reason (such as a long trip or a hospital stay) kept you from informing us, we may, at our sole and absolute discretion, extend the time period(s).

**4. Error Resolution.** Telephone us at **(866) 774-6694**, or write to us at THE BANK & TRUST SSB, P.O. Box 4010, Del Rio, TX 78841-4010, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on an Account statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST Account statement on which the problem or error appeared. Unless you notify us within such sixty (60) day window, you are prohibited from bringing a claim against us for such suspected error. When you write to us, please include the following:

- Your name and Account number;
- Description of the error or transaction 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
- The dollar amount of the suspected error.

If you tell us in person or by phone, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will inform you of the results of our investigation within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the funds at issue 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 (10) Business Days, we are not required to credit your Account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, 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 within three (3) 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.

**5. Disclosure of Information to Third Parties.** We may disclose information to third parties about your Account and the transfers you make as described in our Privacy Policy provided separately. You may also obtain a copy of our Privacy Policy at any time by visiting any of our branches or by visiting our website. We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing transfers, transactions or actions under the Service, or
- In order to verify the existence and condition of your Account for a third party such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us written permission.

**6. Stopping Preauthorized Payments.** The Services may allow you to stop or cancel payments and transfers that you have scheduled or initiated, and you should follow applicable Service instructions if you wish to stop or cancel a transaction. Otherwise, if you use any Service to make recurring or other preauthorized electronic fund transfers from your Account, you can stop any other payments as follows:

Call us or write us at the telephone number or address as provided in Section VII of this Agreement in time for us to receive your request three (3) Business Days or more before the payment is schedule to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If you order us to stop one of these payments (3) Business Days or more before the payment is schedule to be made, and we do not do so, we will be liable for your losses

or damages. Please refer to the Fee Schedule for the amount we may charge you for each stop-payment order you give.

### **III. SPECIAL PROVISIONS FOR COMMERCIAL USERS**

The Terms and Provisions of this part are applicable to you if you are not a consumer. The terms and provisions of this part do not apply to you to the extent that the applicable Account has been established primarily for personal, family or household purposes. The following provisions supplement the other terms and provisions of this agreement as to non-consumer users:

**1. Consumer Protection Inapplicable.** You acknowledge and agree that your Account(s) accessed using the Services are not accounts established or used primarily for personal, family or household purposes. Accordingly, the provisions of the EFT Act, and any other laws or regulations intended for the protection of consumers or governance of transactions involving consumers do not apply to any Service transactions affecting your Account(s). You acknowledge and agree that we reserve the right to refuse to process any Service transaction, inquiry or activity, in our sole and absolute discretion, without liability to you. Without limiting other limitations and exclusions set forth in this Agreement, to the fullest extent allowed by law, and subject only to our obligation to exercise ordinary care and good faith, you assume all risk related to or arising out of your enrollment in any Service, and you agree to be bound by any and all transactions and activity performed through the Services, whether authorized or unauthorized.

**2. Transmission of Information.** You agree that we may transmit Confidential Information, including (without limitation) confirmations of Security Credentials, to the current address shown in our records for any of your Accounts or to your designated email address, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at your place of business.

**3. Authorized Users.** You acknowledge that anyone possessing Security Credentials may access and use the Services and/or your Account(s). You agree to provide Security Credentials only to Authorized Users. You bear sole responsibility for establishing, maintaining, implementing and updating policies, procedures, equipment and software that ensure the security and integrity of your computer systems and information, protect them from any unauthorized use, intrusion, takeover or theft, and prevent your Security Credentials from any unauthorized discovery or use. You bear all risk of fraudulent transfers and other losses or disclosures arising from the unauthorized use of the Services or from the interception of your communications prior to their receipt by us. You agree that we are authorized to execute, and it is commercially reasonable for us to execute, any instruction received by us with your Security Credentials.

Upon our consent, you may designate a security administrator to whom we may distribute Security Credentials and with whom we may otherwise communicate

regarding the use of Security Credentials and other Security Procedures. Your security administrator will be responsible for distributing, setting and establishing Security Credentials to and for your Authorized Users, for ensuring the proper implementation and use of the Security Credentials by your Authorized Users, and for establishing the scope of authority with respect to use of the Services by your Authorized Users. You agree to notify us immediately by calling us at the number provided in Section VII of this Agreement if you believe that any Security Credentials have been stolen, compromised, or otherwise become known to persons other than Authorized Users (including persons whose authority as Authorized Users or security administrators has been revoked). You agree that we shall have a reasonable opportunity to act upon any such notification from you.

**4. Commingling of Account Information.** In the event that you have requested and we have agreed to link your personal consumer Account with a commercial Account to a single online banking user profile, you (as an individual and as an authorized representative of the business entity) acknowledge that any Authorized User of the Services will have access to information related to all Accounts as well as the ability to conduct transactions on all such Accounts. You understand and acknowledge that you are responsible for and consent to the access or actions of any user through the Services, and you agree that we may act on any instructions or directions given through the use of the Service on all Accounts. To the greatest extent permitted by law, you (individually and on behalf of the business entity) release and forever discharge us from any and all claims, debts, liability, damages, losses and causes of action, of every kind and nature whatsoever, whether known or unknown, suspected or unexpected, as a result of or related to the having Consumer Account and a Commercial Account linked to a single online banking user.

**5. Examining Records and Reporting Errors.** You agree to examine your Account statements promptly and to routinely review transaction and account activity available through the Services, and you agree to notify us immediately of any discrepancies or unauthorized, duplicate or erroneous transactions or activity. You should notify us of such matters by contacting us as provided in Section VII of this Agreement or as otherwise provided with respect to the particular Services. Without limiting the other terms, conditions, limitations, and provisions of this Agreement, you agree that you shall be precluded from asserting any claim whatsoever against us with respect to any Service transaction or activity unless you notify us in writing that the transaction or activity was unauthorized, duplicate or erroneous within thirty (30) calendar days after we send or make available to you a notice through the Service or periodic statement reasonably identifying that transaction or activity. You acknowledge that this provision shortens the period within which you are required to give us notice of an unauthorized, duplicate or erroneous payment order under Article 4A of the Uniform Commercial Code, as enacted in the applicable jurisdiction, and you expressly agree to be bound by that shortened period to the maximum extent permitted by law.

**6. Organizational Authority.** You represent and warrant to us that your acceptance and performance of this Agreement, and the execution of any Service transactions and activity by you or on your behalf, are within your organizational power and have

been duly authorized by all necessary organizational action. You further represent and warrant that the person who accepts this Agreement on your behalf and any person who at any time initiates any Service transaction or activity in such person's capacity as your agent, representative or other authorized capacity have been duly authorized to do so, and that this Agreement, together with any Service transaction or activity initiated by any such person, constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms.

#### **IV. ONLINE BANKING SERVICE TERMS AND CONDITIONS**

##### **1. General Online Banking Terms.**

1.1 Description of Online Banking Services. The Online Banking Service enables you to view Account balances and transaction histories, pay bills, transfer funds between Accounts, transfer funds to and from an Account and an external account held at another financial institution, and other Account related tasks (collectively, "Online Banking Services"). We may offer additional or different Online Banking services in the future, all of which will be governed by the Agreement.

1.2 Access. To use the Online Banking Services, you must have at least one Account and Online Banking Services can be accessed through our website at [www.thebankandtrust.bank](http://www.thebankandtrust.bank) or through our Mobile Device application. Commercial Account customers may have to complete a separate application process to enroll. Online Banking Services are generally accessible 24 hours a day, seven days a week, except for reasonable periods of time for system maintenance or for other unforeseen events, such as natural disasters. We are not liable for failure to provide access due to a system failure or due to other unforeseen acts. Even in cases where notification is usually required we may modify, suspend or terminate access to Online Banking Services at any time and for any reason without prior notice, in order to protect the system or your Account. We will give you notice in other situations if required by law.

##### **2. Online Account Services.**

2.1 Account Information. You may use the Online Banking Service to view the account balance and recent activity in your designated Account(s). This account information may not reflect transactions that have not yet been completed or settled, and is not the official record for any Account. Because the balance of some Accounts is subject to change at any time, the Account information may become quickly outdated. We do not guarantee either the: (i) the availability or accuracy of any Account information, or (ii) your ability to download all Account information. For any loan Accounts shown, "Payoff Balance" refers to the estimated balance on your loan and does not include fees and other charges, such as pre-payment penalties, applicable if you paid off your loan balance in full. For any payoff statement, please contact your banker, customer service or visit one of our branches.

2.2 Online Check Images. You may view images of the checks and deposit slips for your Account(s) that are checking, money market or savings accounts.

2.3 Secure Messages with the Bank. Through the Online Banking Service, you may send and receive secure electronic messages to and from us. Secure Message is accessible after you log into the Online Banking Services. You cannot use secure message to initiate transactions or make any other payment requests. From time to time, the Bank may send unsecured electronic mail to your email address to notify you that certain information is available. The Bank will never ask you to send personal information, such as account numbers and passwords, to us in an unsecured email. If you wish to send personal information to us, you should send a secure message using this service. You should never send personal information in an unsecured email. We may not immediately receive secured messages that you send, therefore, do not rely only on secure messaging if you need to communicate with us immediately. If you need to contact us immediately, use the contact information provided in Section VII of this Agreement. We will not take actions based on your email requests.

2.4 Alerts. Certain Services may have the capability to send you informational alerts. Such Services may from time to time provide automatic alerts and voluntary alerts. Voluntary alerts may be turned on and deactivated by you. In our sole discretion, we may add new alert types and/or discontinue alert types at any time and from time to time without notice to you. You may designate an email address or a number of your Mobile Device that accepts text messages (data and text message fees imposed by your mobile service provider may apply to alerts received on your Mobile Device). If the email address or telephone number that you use for alerts changes, you are responsible for informing us of that change. Some alerts may include information about your Account. Because the balance of Accounts is subject to change at any time, the information provided in any alert may become quickly outdated. You should be aware that anyone with access to your email or your mobile phone number will be able to view the content of these alerts. You understand and agree that any alerts provided to you may be delayed or prevented by your internet or telecommunications provider for a variety of factors. We do not guarantee either the delivery or the accuracy of the content of any alert. You agree that we will not be liable for (i) any delays, failure to deliver, or misdirected delivery of any alert, (ii) any errors in the content of an alert, or (iii) any actions taken or not taken by you or any third party in reliance on an alert. All alerts are provided as a courtesy to you and for informational purposes only.

2.5 Stop Payment Requests. You may use this stop payment application to request a stop on any payment on a check drawn on any of your Accounts. You should submit any stop payment request as soon as possible. If the payment or transaction that you wish to stop was scheduled through an online Service, please refer to specific Service terms in this Agreement for additional information. The charge for each stop payment request submitted will be the fee provided in the fee schedule associated with the Account Agreement. This fee will be charged regardless of whether we are able to stop the payment. In addition to the terms provided in this Agreement, stop payment requests are governed by the applicable terms and conditions in the Account Agreement.

2.6 Internal Transfers between Online Accounts. You may use the Online Banking Service to make one-time or recurring transfers of funds between your Accounts held by us. You agree to follow the applicable Service instructions we provide in order to schedule



and initiate fund transfers. Transfers to and from Accounts will be reflected immediately in the available balance for each Account, but may not be reflected immediately in the posted balance for those accounts. Subject to the requirements of applicable law, you agree that we shall have a reasonable opportunity and time to complete the posting of funds transfers. Instructions to transfer funds received by 6:00 p.m. CST on a Business Day will be credited/debited to your designated Accounts on that Business Day, assuming that you have sufficient available funds. Transfers processed after that time may be credit/debited on the next Business Day. It is your responsibility to schedule each funds transfer far enough in advance to ensure that we have sufficient time to receive and process your transfer request by the time you require the movement of the funds and the posting of the transaction. Requests for immediate internal transfers of funds cannot be cancelled. Future dated transfers may be cancelled or changed through the Service at any time prior to the transmit date. Your ability to transfer funds from certain accounts may be restricted or limited by either federal law or the terms of the Account Agreement. In addition, we reserve the right to limit the frequency and dollar amount of transactions from your Account(s). If you request a transfer that exceeds the funds available in the Account from which a transfer is being made, we will not be required to honor the request; however, if we, in our sole discretion, choose to make a requested transfer that exceeds the funds available in the Account, that Account will be subject to our current fee for processing items drawn against non-sufficient funds.

### **3. Bill Pay Service.**

3.1 Description of Service. The Bill Pay Service allows you to (i) initiate and authorize payments from your designated Account to an individual or business (a "Payee"); (ii) set up recurring payments; and (iii) view your payment history.

3.2 Payments. You may use the Bill Pay Service to make one-time or future or recurring payments to Payees. You agree to follow the applicable Service instructions we provide in order to schedule and initiate payments. For each payment you attempt to schedule, the Bill Pay Service will designate the earliest possible payment date. When scheduling a payment, you must schedule a payment date that is no later than the due date on the applicable bill. After we receive your instruction the payment is made either by (i) transferring funds electronically from your Account to the Payee or (ii) preparing a paper check to the Payee and mailed via first class mail. When you enter and transmit payment instructions to us, you authorize us to withdraw funds from your Account and make the payment as you directed. We will make that payment unless we have some reason not to do so, for example if your Account has insufficient funds (including funds available under any discretionary overdraft protection or other service). You are responsible for any non-sufficient funds or overdraft charges, as stated in the Account Agreement. We will automatically execute bill payments according to your instructions and will continue until you cancel such instructions.

3.3 Payment Information. You agree to provide such information as we may request from time to time in order to process payment transactions initiated through the Bill Pay Service. This information may include, for example, the name and address of the Payee or Payee's bank account number. You are responsible for ensuring that the information

you provide is current, accurate, and complete, and you assume responsibility for any transaction error that results from stale, inaccurate, or incomplete information furnished or entered into Bill Pay Service by you. If you wish to amend any Payee information you have provided, you must follow applicable Bill Pay Service instructions for doing so. We shall have a reasonable opportunity to process any amended information, and amended information submitted by you may not be applied to transactions already in process. You acknowledge and agree that we may edit or alter data or data formats according to the Payee's directives and/or in order to process payment transactions more efficiently.

3.4 Payee Participation; Payment Refusal. We also make no representation or warranty that a Payee you wish to pay through the Bill Pay Service will participate or be able to receive payments initiated through the Bill Pay Service. You should be aware that some Payees do not accept electronic payments or other payments through the Bill Pay Service. We reserve the right to select, in our sole discretion, the method by which to remit funds on your behalf to a Payee. When we receive such notice of refused electronic payment, our system shall prepare and mail a paper check to the Payee. We further reserve the right, to the fullest extent permitted by law, to refuse to pay any Payee to whom you may direct a payment. In the event that we are unable to, or decline to, process or complete payments to a Payee, we will notify you that you must make payment through other means. We will not be liable to you in the event any Payee does not, cannot or refuses to accept payments initiated through the Bill Pay Service, or in the event any payment submitted to a Payee is returned, or in the event we exercise our right to decline to complete payments to such Payee.

3.5 Payment Timing. As you schedule payments, you should take into account delays that arise in processing and/or mailing paper checks. The Bill Pay Service provides "Deliver By" or "Arrives By" dates. These dates are estimates only, and delivery of the scheduled payment is not guaranteed by the dates provided. For payments made electronically, funds are debited from your Account the same day that the payment is processed. Some Payees are not able to accept electronic payments through the Bill Pay Service and will receive a paper check instead. For payments made by paper check, you understand and agree that paper checks are mailed and may be received by the Payee a few days earlier or later than the "Deliver By" or "Arrives By" dates. Each Payee may have additional delays in processing a payment. Therefore, to avoid incurring any finance or other charge imposed by the Payee, you must schedule a payment sufficiently in advance of the payment due date. Additionally, you should ensure that sufficient funds are in your Account several days before the estimated "Deliver By" or "Arrives By" date in the event that a paper check arrives early and is immediately cashed by the Payee.

3.6 Payment Processing. In general, you may schedule bill payments for the current Business Day or any date in the future, and we will process your payment on the date you schedule. However, we do not guarantee that any same-day bill payment will be processed in time to avoid potential late payments, particularly if the Payee does not accept electronic payments. Payments will be processed twice each Business Day (excludes Saturdays, Sundays and holidays) at 7 a.m. CST and at 2 p.m. CST. If you schedule a payment to be processed before 7 a.m. CST for payment that day, it will be processed at 7 a.m.; subsequently, if you schedule a payment to be processed after that

time, it is processed at 2 p.m. CST that same day. If you schedule a payment to be processed after 2 p.m. CST, it will be processed the next business day at 7 a.m. CST.

3.7 Recurring Payments. Recurring payments must be for the same amount each month, and these will be sent on the same calendar day of each month. If such day does not fall on a business day, the payment will be processed in accordance with your selected time preference during the establishment of the recurring payment in the Bill Pay Service.

3.8 Late Payments. You are responsible to use the Bill Pay Service so that your bills are paid on time. If you incur late payments or finance charges because you did not schedule payments or transmit payment instructions in a timely manner then you must pay those fees. We are not responsible for any delay or adverse consequence from the choice of payment methods, from delays in the delivery of mail or from the improper handling or transmission of payments by someone other than us. We also are not responsible for the failure of a Payee to accept, process or properly post a payment in a timely manner. We have no obligation to notify you if a payment is incomplete because there are insufficient funds in your Account. In all cases, you must either make alternate arrangements for the payment or must reschedule the payment through the Bill Pay Service.

3.9 No Duty to Monitor. We have no duty to monitor payments made through the Bill Pay Service.

3.10 Cancellation of Payment. To cancel a bill payment that you have scheduled, you must cancel the payment online before the time it is scheduled to be processed.

3.11 Stop Payment Requests.

a. Electronic Payments: Once an electronic payment has been processed and your Account debited, you CANNOT cancel or stop an electronic payment.

b. Paper Check Payments: You may request that Bank stop payment on a paper draft drawn against your Account if we have not accepted, certified, made final payment on or otherwise become accountable for the item. If the paper draft has not cleared, we will immediately process your stop-payment request. To be effective, this type of stop-payment request must precisely identify the name of the Payee, the Payee- assigned account number, the amount and scheduled date of the payment, and the Payee ID number from the Bill Payment Service "Payment History" Screen. You may be required to confirm the stop payment request in writing and mail it to us within 14 days of your request. You will incur stop-payment charges as provided for in the Account Agreement.

#### **4. External Transfer Service (Consumer Accounts Only).**

4.1 Description. The External Transfer Service allows you to transfer funds between your Consumer Account held by us and your deposit accounts held at other financial institutions. An inbound transfer moves funds into your Account with us. An outbound

transfer moves funds from your Account with us to an account held at a different financial institution. Commercial accounts are not eligible for the External Transfer Service.

4.2 Access. To utilize the External Transfer Service, you must enroll each of your non-THE BANK & TRUST SSB consumer deposit accounts that you wish to use for this Service. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of the External Transfer Service will be verified in accordance with our procedures. Verification instructions are provided during enrollment and the verification process must be completed within ten (10) days after enrolling an account to complete the verification process. When you add an external account, we will send two small credits to your external account and then withdraw the credits in the same amounts. You must demonstrate that you have access to the external account by correctly reporting the amounts of the credits. By enrolling a non-THE BANK & TRUST SSB account, you authorize the account-holding institution to disclose to us any information we request about you or the account, and agree to cooperate in any additional verification request by us.

4.3 Processing of Transfers. You agree that your transfer instructions are authorization for us to complete the funds transfer. You authorize us to select any means to execute your funds transfer instructions, including but not limited to Automated Clearing House (ACH) transfers made through a transfer account owned by us. You will be bound by the rules and regulations that govern the applicable funds transfer systems.

1. Outbound Transfers. If your outbound transfer request is submitted prior to the cut-off time, funds will be debited from your Account and we will process your payment on the date you scheduled the transfer. Outbound transfers made after the cut-off time may be processed on the same day, if not the transfer will be processed the next business day. Funds credited to your Account held at another financial institution shall be available according to that financial institution's availability and transaction processing schedule, which could take multiple days.
2. Inbound Transfers. If your inbound transfer request is submitted prior to the cut-off time, we will process the transfer on the date you scheduled the transfer. Inbound transfers made after the cut-off time will be processed the next business day. For inbound transfers (which debits your account at another financial institution and credits your Account), we will hold funds for 3 business days starting the day after the transfer is processed in order to make sure that the transfer will not be returned unpaid.

3. Cut-off Time. The cutoff time for initiating transfers is 5:15 p.m. CST.

4.4 Future-dated and repeating Transfers. You may schedule both inbound and outbound transfers to occur on a future business day or on a repeating basis. The repeating transfer feature may be used when the same amount is transferred at regular intervals. With respect to future dated or recurring transfers, your Account will be debited/credit on the scheduled date of the transfer.

- a. Availability. For each inbound transfers, we will hold funds for 3 business days starting the day after the transfer is processed. Funds requested to be transferred will be debited/credited to the non-THE BANK & TRUST SSB account according to that particular financial institution's availability and transaction processing schedule, which could take multiple days.
- b. Recurring Inbound Transfers to a Loan Account. If you have initiated recurring transfers payable to a loan Account held by us, please contact us for the final payment on your loan balance.

4.5 Cancellation of Transfers. Once submitted, requests for immediate transfers of funds cannot be cancelled. Future dated and recurring transfers can be cancelled by 5:15 p.m. CST the day prior to the scheduled transfer date.

4.6 Limits on Transfers. We reserve the right to impose limits on the amount(s) and/or the number of deposits (over a period of time set by us) that you transmit using the External Transfer Service and to modify such limits from time to time. We may reject any transfer attempted through the External Transfer Service in excess of the limits. In addition, your ability to transfer funds from certain accounts may be restricted or limited by either federal law or the terms of the applicable Account Agreement.

4.7 Cancellation and Suspension of Service. We may cancel or suspend your use of the External Transfer Service or disqualify any Account or non-THE BANK & TRUST SSB account from eligibility to conduct non-THE BANK & TRUST SSB account transfers without prior notice.

## **5. eStatement Service.**

5.1 Description. The eStatement Service allows you to turn off paper statements and receive periodic statements and notices for your Account(s) by electronic delivery in lieu of paper copies received through the U.S mail. Such electronic statements, disclosures and notices are collectively referred to herein as "eStatements." You acknowledge and confirm that your acceptance of the Electronic Communications, Transactions & Disclosures Consent in connection with your enrollment in the Services applies to the eStatement Service that you may receive through the Service. You may review the Electronic Communications and Disclosures Consent in the Service.

5.2 Authorization of eStatements. You may activate the eStatement Service by logging in to the Service and following the activation instructions under the "Documents" option to turn off paper statements. We reserve the right at any time to automatically activate the eStatement Service for eligible Accounts upon enrollment in the Services. In any event, you may at any time activate or de-activate the eStatement Service for any Account. Once enrolled, eStatements will replace your mailed paper statement(s) with an electronic document that you can view, save to your computer, or print at your convenience. Any legal disclosures or notices that normally accompany your mailed statement will also be delivered to you electronically. Although by enrolling in the eStatement Service you are opting out from receiving your paper statements or notices

by U.S. mail, you have the option to receive a paper statement or notice at any time by request, subject to additional fees.

5.3 Viewing Your eStatements. Your eStatements will be available to you within 24-72 hours after your scheduled statement/notice date. The delivery method used is a 'Push' method, meaning your eStatements notifications are emailed to you as a secure .pdf (Portable Document Format) attachment and are accessible by entering your Online Banking ID and Password. Your eStatements are also available for viewing by logging onto Online Banking Service. You must also run the latest version of Adobe Acrobat Reader® to open and view your eStatements.

5.4 Additional Recipients. You have the option to grant access to your eStatement(s) to ten additional recipients. It is your responsibility to maintain the ID, Password, and email addresses for the additional recipients.

5.5 Up to Date Email Address. If you change your email address and have not updated it with us, you agree that your failure to provide us with a good email address is lack of ordinary care on your part. If we become aware that you are not receiving your eStatements and our attempts to contact you have failed, we will send your statements to you via U.S. Mail to your last address known to us. Fees may be imposed for the mailing of your paper statements in accordance with the Account Agreement fee schedule.

5.6 Review of Your eStatements. You must promptly access and review your eStatements upon receipt and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. You acknowledge that under the Account Agreement it is your responsibility to review your periodic Account statements and that you have certain time limits to report any forgeries, alterations, or any other unauthorized withdrawals or transactions to us. You agree that the time limit to report these matters to us will commence on the day your eStatement is emailed by us, or if sooner, when your eStatement is made available for your review via the Online Banking Service. If you do not receive your eStatement by the date you normally would expect to receive it, please notify us promptly.

5.7 Your Representations and Warranties. In using the eStatement Service, you represent and warrant: (i) that you are an Online Banking customer and that your computer meets all specified requirements; (ii) that you have access to the internet, and that you are able to send e-mail and receive e-mail with hyperlinks to websites; (iii) that you authorize the bank to replace your periodic paper statements with periodic eStatements; (iv) that you are consenting on behalf of all other co-owners and/or authorized signers to enroll the Account(s) you have selected in the eStatement Service, as applicable, and that you are authorized to consent on their behalf; and (v) for business entities, that you are the principal owner/owners of the business that is the owner of the Account that is being enrolled for the eStatement Service.

5.8 Past Statements. Once enrolled, account statements may be accessed electronically for approximately 18 months following its initial posting. Electronic notices will be available for 6 months after its initial posting.

5.9 Interruptions. Because of the unpredictability of the Internet, we do not guarantee continuous or uninterrupted access to your periodic statements and other documents through the eStatement Service. Notify us promptly if you do not receive your statement by the date you normally would expect to receive it and we will take other measures to provide copies of your statements to you.

5.10 Cancellation of Service. There is no fee for cancellation of the eStatement Service. When you cancel the Service, you will automatically begin receiving paper statements in the mail with your next account statement cycle. Fees may be imposed for the mailing of your paper statements in accordance with the Account Agreement fee schedule. If you close your Account(s) or cancel the Online Banking Service, you will no longer be able to view your Account statements online. Before cancelling the eStatement Service or closing your Account, print or electronically save copies of your eStatements for your records. Cancelling the eStatement Service will have no effect on your consent to receive other notices, disclosures and communications regarding any other Online Banking Services electronically.

## **6. Card Control Service.**

6.1 Description and Access. The Card Control Service is accessible through the Online Banking Service or the Mobile App to provide you the ability to control and manage any Debit Card linked to your Account. You can set alerts and controls on transactions based on certain criteria and parameters.

6.2 Control Settings. The service provides the following controls:

- a. Card on/off setting. If you use this feature and turn the card “off,” we won’t allow purchases or withdrawals until you turn the card back “on.” Recurring payments, credits and deposits may still be allowed while card is turned off.
- b. Spending limits. Transaction and monthly thresholds above a specified amount can be blocked and alert notifications sent when the set limits are exceeded.
- c. Transaction Types. Allows cardholders to setup alerts and/or block transactions based on certain types of transactions such as at an ATM, in-store, mail/phone orders and online shopping.
- d. Merchant Types. Allows cardholders to setup and receive alerts and/or block transactions based on the merchant type used to make purchases, such as gas stations, department stores, restaurants, entertainment, travel, and groceries.
- e. Location-based controls. Using your phone’s GPS device, the My Location feature can limit transactions to merchants within a certain range of your phone’s location. You can also restrict purchases made in a specific region and deny international transactions.
- f. Notifications. We’ll send a notification whenever you make a purchase that you request to be notified or when your card transaction is declined. Notifications will default to be sent as an in-app message, but you have the option to receive blocked and processed transactions electronically via

email, text and in-app. Notifications delivered by email will be sent to your email address in our records. Standard text message charges may apply.

- g. Travel notices. Setup to be notified when traveling domestically or internationally to allow use of your card without interruption. Travel notices must begin on a business day but can end on a weekend or holiday.

6.3 Service Disclaimer. There may be service disruptions or events beyond our control that could adversely affect the Card Control Service. Such disruptions or events, include, but are not limited to: telecommunication system delays or outages; power outages; network, communication or data plan outages; natural disasters; or any other event outside the control of us. Any such disruption or event may block or otherwise limit your usage of the Card Control Service and/or use of your Debit Card based off of the card settings in place at the time of the disruptions. You agree that we will not be liable for any losses or damages as a result of Service unavailability. You must always examine your Account statements promptly and routinely review all transactions and other activity on your Account. As noted above, not all transactions can be stopped through the Card Control Service (for example, recurring payments), and we will not be responsible for any transactions that occur despite the criteria or parameters established by you.

6.4 Commercial Accounts with Multiple Users. For commercial Accounts, only your online banking system administrator(s) will be granted access to control all debit cards assigned to your company identification number. Card Control Services will not be available to any company who accesses its Account(s) under a different company name.

## **V. MOBILE BANKING SERVICE TERMS AND CONDITIONS**

1. **General Mobile Banking Terms**. This Section V sets forth additional terms and conditions that apply if you access Services through a Mobile Device. Except where modified by this Section, all terms and conditions applicable to the Online Banking Services set forth in Section IV remain in effect and shall govern all Services accessed through the Mobile Device application or through a Mobile Device (collectively, the “Mobile Banking Services”).

1.1 Access. You may access the Mobile Banking Services through an eligible Mobile Device and you must download the required THE BANK & TRUST SSB Mobile Banking application (the “Mobile App”) to your Mobile Device. You agree to provide a valid email address and phone number for the Mobile Banking Services. You also agree that Mobile Banking is only for the use of individuals authorized to access your Account. You agree not to give or make available your Security Credentials or other means to access your Account to any unauthorized individuals. We may make fingerprint or other biometric identification available as Security Credentials for the Mobile Banking App. If you enable such biometric identification as a Security Credential, you acknowledge and agree that anyone whose fingerprint or other identify information is saved on your Mobile Device will be able to log into your Mobile App and access your Account(s). If anyone has their fingerprint or biometric information saved on your Mobile Device and you do not want that person to have access and use the Mobile App, then you should not enable fingerprint or



biometric identification. We do not control, store nor have access to the fingerprint or biometric profiles saved on your Mobile Device.

1.2 Fees and Charges. Regardless of whether there is a separate service fee for Mobile Banking Services, you are responsible for any and all charges, including, but not limited to, fees otherwise applicable to your Account(s) and fees associated with text messaging and/or data plans imposed by your mobile service provider. Standard text message charges may apply. Message frequency depends on user preferences.

1.3 User Conduct. You agree not to use the Mobile Banking Services or the content or information delivered through the Mobile Banking Service in any way that would: (i) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Mobile Banking Service to impersonate another person or entity; (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (iv) be false, misleading or inaccurate; (v) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (vii) potentially be perceived as illegal, offensive or objectionable; (viii) interfere with or disrupt computer networks connected to Mobile Banking; (ix) interfere with or disrupt the use of the Mobile Banking Service by any other user; or (x) use the Mobile Banking Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

1.4 Liability. You agree that we will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of Account information to third parties. Also, nothing about Mobile Banking creates any new or different liability for us beyond what is already applicable under your existing Account agreements.

1.5 Other Agreements. You agree that, while using the Mobile Banking Services, you will remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider (i.e., AT&T, Verizon, etc.), and that this Agreement does not amend or supersede any of those agreements. Therefore, you agree to be solely responsible for all such fees, limitations and restrictions in the other agreements. You also agree that your mobile service provider is solely responsible for its products and services. Accordingly, you agree to resolve any problems with your mobile service provider without involving us.

## **2. Mobile Deposit Capture**

2.1 Description. The Mobile Deposit Capture Service allows you to make deposits to eligible Accounts from your Mobile Device by capturing images of checks made payable to you and transmitting the images and associated deposit information for deposit ("Mobile Deposit Capture").

2.2 Access. To use Mobile Deposit Capture, you must have a supported Mobile Device with a supported camera and a supported operating system, have a data plan for your

Mobile Device, and download the required application to your Mobile Device. We do not guarantee that your particular Mobile Device, mobile device camera, mobile device operating system or mobile carrier will be compatible with Mobile Deposit Capture. We are not responsible for any Mobile Device or any other hardware or software used by you with respect to Mobile Deposit Capture. You agree and understand that Mobile Deposit Capture may not be accessible or may have limited utility over some wireless networks.

2.3 Eligibility. The following are requirements that must be met for initial approval to use Mobile Deposit Capture: (i) no delinquent loans with us; and (ii) no history of excessive or repeated returned items (as determined in our sole discretion); and (iii) satisfaction of other requirements or conditions we may deem applicable from time to time.

2.4 Authorization. Following your successful enrollment in Mobile Deposit Capture, you are authorized to remotely deposit checks or items payable to you in your Account pursuant to the terms and conditions herein. You acknowledge and agree that any amount credited to your Account for deposits made through the Service are provisional credits only and you agree to indemnify, defend, and hold us harmless from and against any loss we suffer because of our acceptance of any remotely deposited item or check. The foregoing indemnification and hold harmless obligations are in addition to, and not in limitation of, the indemnification and hold harmless obligations set forth in the Agreement.

2.5 Limitations. When using Mobile Deposit Capture, you may experience technical or other difficulties. We do not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, Mobile Deposit Capture has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue Mobile Deposit Capture, in whole or in part, or your use of Mobile Deposit Capture, in whole or in part, immediately and at any time without prior notice to you. We reserve the right to limit the number of Mobile Devices through which you may access Mobile Deposit Capture. Except as expressly provided herein, deposits made through Mobile Deposit Capture are subject to all limitations and terms set forth in the relevant Account Agreement, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

2.6 Eligible Checks and Items. You agree to scan and transmit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Articles 3 and 4 of the applicable Uniform Commercial Code. You agree that you will not use Mobile Deposit Capture to scan and deposit any checks or other items as shown below:

- Checks or items payable to any person or entity other than you, or to you and another party.
- Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.

- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks or items that are postdated, defined as having an issue date after the date of deposit.
- Checks or items on which a stop payment order has been issued or for which there are insufficient funds.
- Checks or items previously presented for payment to us or another financial institution.
- Checks or items marked, in any manner, as “non-negotiable.”
- Third party checks, defined as any item that is made payable to another party and subsequently endorsed to you by such party or any successor payee.
- Checks or items prohibited by our current procedures relating to Mobile Deposit Capture or which are otherwise not acceptable under the terms of your Account.

Nothing in this Agreement shall be construed as requiring us to accept any check or item for deposit, even if we have accepted that type of check or item previously. Nor shall we be required to identify or reject any checks or items that you may scan and deposit that fail to meet these requirements.

2.7 Image Quality. The image of a check or item transmitted to us using Mobile Deposit Capture must be legible and accurately provide all information on the front and back of the check or item. The following information must be provided on each item or check: (i) the information identifying the drawer and paying bank, including completed and accurate MICR information and maker’s signature; and (ii) other information placed on the check or item prior to the time an image of the check or item is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute (ANSI), or any higher standard set by us, and with any requirements set by any clearing house we use or agreement we have with respect to processing checks or items. You agree that we shall not be liable for any damages resulting from a check’s or item’s poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

2.8 Endorsements and Procedures. Before transmission, you agree to restrictively endorse any check or item transmitted through Mobile Deposit Capture as "For mobile

deposit only, THE BANK & TRUST SSB account # \_\_\_\_\_" along with your signature or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of Mobile Deposit Capture as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through Mobile Deposit Capture.

2.9 Receipt of Checks and Items. We reserve the right to reject any check or item transmitted through the Service, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with these Mobile Deposit Capture Service terms or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that funds will be credited for that check or item. In general, if an imaged deposit is received and accepted before 4:50 p.m. CST (the "Cutoff Time") on a Business Day, the deposit is credited on that day. Deposits received and accepted after the Cutoff Time may be credited on the next Business Day. In the event of any dishonor or non-payment, we reserve the right to chargeback your Account and charge you any applicable fees. You agree that we are not liable for any loss, costs or fees you may incur as a result of our chargeback of an ineligible item.

2.10 Availability of Funds. You agree that check images transmitted using Mobile Deposit Capture are not subject to the funds availability requirements of Regulation CC. Except as otherwise provided and subject to the requirements of applicable law, funds from any check transmitted through the Mobile Deposit Capture will be available after final payment, and any credit of funds to your Account before that time is provisional. Funds deposited using Mobile Deposit Capture will generally be made available within three (3) Business Days from the date of deposit. We may make funds available sooner based factors as we, in our sole discretion, deem relevant.

In some cases, we may not make funds deposited using Mobile Deposit Capture available to you in accordance with this general policy. Should this occur, a communication will be sent to you, informing you as to when your funds will be available. In the event we receive an item through Mobile Deposit Capture where we have reason to doubt the collectability of that item, we may delay the availability of funds for a reasonable period of time until the item is either paid or returned. In such cases, we will notify you of this action.

2.11 Disposal of Transmitted Checks and Items. After a check or item has posted to your Account, you agree to prominently mark the check or item as "ELECTRONICALLY PRESENTED" or "VOID." You agree never to re-present to us or any other party a check or item that has been deposited through Mobile Deposit Capture unless we notify you that the check and/or item will be accepted for deposit through Mobile Deposit Capture. You will promptly provide any check or item, or a sufficient copy of the front and back of the check or item, to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item, or for our audit purposes. You agree to destroy or otherwise properly dispose of checks and items that have been accepted for deposit through Mobile Deposit Capture and have cleared to ensure that

such checks and/or items are not re-presented for payment and, prior to disposal or destruction, to safeguard such checks and/or items.

2.12 Deposit Limits. We may establish limits on the amount and/or number of deposits (over a period of time set by us) that you transmit using Mobile Deposit Capture and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, the deposit will be systematically suspended based upon your pre-approved mobile deposit limit. Suspended items will be reviewed by Bank personnel within the next Business Day.

2.13 Presentment. The manner in which the checks and items are cleared, presented (or represented) for payment, and collected shall be in our sole discretion as set forth in the relevant Account Agreement.

2.14 Errors. Should you suspect any errors regarding checks or items deposited through Mobile Deposit Capture, you agree to notify us immediately, but in any event, no later than sixty (60) days from the mailing date of the first statement that contains the suspected error. The terms of your Account Agreement regarding your responsibility to timely review statements and transaction histories and to report errors and discrepancies remains in full force and effect and apply to transactions made through Mobile Deposit Capture. You agree to fully cooperate with us and to assist us, and to provide such records and documentation as we may request, in the investigation, correction and resolution of any errors or problems related to your use of Mobile Deposit Capture.

2.15 Promises You Make to Us. With respect to your use of Mobile Deposit Capture, you warrant to us that: (i) you will only transmit eligible checks and items that you are entitled to enforce and all checks and items will include all signatures required for their negotiation; (ii) images will meet the image quality standards in effect from time to time as set forth herein; (iii) you will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party; (iv) you will not deposit or re-present the original check or item with us or any other party; (v) all information you provide to us is accurate and true, including all images transmitted to us accurately reflect the front and back of the check or item at the time it was scanned; (vi) you will comply with the Mobile Deposit Capture Service terms and conditions and all applicable rules, laws and regulations; (vii) you will use Mobile Deposit Capture only for your own deposits and will not allow the use of Mobile Deposit Capture by, or for the benefit of, any third party; and (viii) you will not use Mobile Deposit Capture in locations or in ways that are prohibited under U.S. law and regulations, including, but not limited to laws and regulations pertaining to or issued by the Office of Foreign Assets Control.

## **VI. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY & INDEMINIFICATION**

**1. Our Liability for the Services.** In addition to other limitations of liabilities set forth in this Agreement or any other Account Agreements, in no event will we be liable for any losses or damages: (i) if you do not have sufficient funds in your Account or if a transaction would be over your credit limit on your overdraft protection; (ii) if the money in your

Account is subject to legal process or other claim restricting the transfer; (iii) if any electronic device (computer, Mobile Device, modem, or other) or the communication line, network or service used to connect and/or provide instructions to us was not working properly; (iv) if circumstances beyond our control prevent the completion of the transaction despite reasonable precautions that we have taken to avoid these circumstances; or (v) if we believe in good faith that a breach of security has occurred or is occurring involving your Account(s) or your use of the Services. If due to an error in the Service and an incorrect amount of funds is removed from your Account, we shall be responsible only for returning the improperly transferred funds to your Account and for directing the proper transfer amounts.

**2. DISCLAIMER OF WARRANTIES.** WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOUR USE OF THE SERVICES AND CONTENT IS AT YOUR SOLE RISK. THE SERVICES AND ALL CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE SHALL ONLY BE RESPONSIBLE FOR PERFORMING THE SERVICES AS EXPRESSLY STATED IN THIS AGREEMENT.

WE MAKE NO CLAIM OR WARRANTY THAT THE SERVICES OR ANY CONTENT WILL BE SUITABLE TO YOUR NEEDS, UNINTERRUPTED, TIMELY, OR SECURE. THERE IS NO GUARANTEE THAT ACCESS TO THE SERVICES WILL BE AVAILABLE AT ALL TIMES AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS THE SERVICES. THE SERVICES AND CONTENT MAY CONTAIN INACCURACIES, TYPOGRAPHICAL ERRORS, OR MAY BE OTHERWISE UNRELIABLE. WE MAKE NO WARRANTY THAT THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICES, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

**3. LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL WE OR OUR SUBSIDIARIES, OFFICERS, AGENTS, SERVICE PROVIDERS, DIRECTORS, AND/OR OUR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES

(EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE AVAILABILITY OR PERFORMANCE OF THE SERVICES OR CONTENT; (ii) ISSUES WITH SYSTEMS, HARDWARE OR SOFTWARE, AND ACCESS DEVICES USED IN CONNECTION WITH THE SERVICES; (iii) THE COST TO OBTAIN SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR INFORMATION; (v) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON THE SERVICES OR CONTENT, INCLUDING, WITHOUT LIMITATION, ANY STATEMENTS OR CONDUCT THAT MAY BE THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE, ILLEGAL, OR INFRINGING; OR (vi) ANY OTHER MATTER RELATING TO THE SERVICES, OR CONTENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN SUCH CIRCUMSTANCES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

**4. Indemnity and Hold Harmless.** You agree to indemnify us against, and hold us, and our subsidiaries, officers, agents, directors, employees, and our service providers harmless from any claims, demands, costs, damages, expenses or liabilities, including reasonable attorneys' fees, (including claims, demands, costs, damages, expenses or liabilities made or suffered by any third-party) due to, or arising out of or related to: (i) the actions, omissions, or commissions of you, your representatives, and/or agents relating to the Services; (ii) your violation of any of the provisions of this Agreement, including, but not limited to, any breach of any representation or warranty contained in this Agreement; (iii) the exercise by us of any right, privilege, or authority under the terms of this Agreement; (iv) any transmission or Instruction, whether or not authorized, acted upon by us in good faith (including, but not limited to, any transmission or Instruction received using the Security Procedures); (v) your violation of any rights of another, including, but not limited to, intellectual property rights; or (vi) your violation of applicable federal, state or local law or regulation. Your obligations under this Section shall survive termination of this Agreement.

## **VII. NOTICES AND COMMUNICATIONS**

**1. Electronic Communications.** You agree that we may send any information, disclosures and/or notices (including, but not limited to, change in terms notices) relating to the Services to you in electronic form by electronic mail. Subject to the requirements of applicable law, your agreement to receive communications electronically applies, without limitation, to any and all disclosures and information that we are required by applicable law to provide in writing. You agree that we may electronically post communications or make other information available in the applicable Service application or on our website. We reserve the right to provide you with paper copies of any such notice in lieu of or in addition to electronic versions at any time in our discretion. You agree that we may mail paper versions of notices to your mailing address that appears in

our records or otherwise provide notices to you pursuant to any other method to which you have agreed.

**2. Customer Service.** In case of questions regarding this Agreement, the Services or with any transactions, you should contact us as soon as possible by one of the following methods:

By Telephone:

(866) 774-6694;

or

By Mail:

THE BANK & TRUST SSB

P.O. Box 4010

Del Rio, TX 78841-4010

You may also contact us electronically regarding inquiries, maintenance and/or some problem resolution issues through electronic mail at [info@thebankandtrust.bank](mailto:info@thebankandtrust.bank), or through the secured messaging service through the Online Banking Services. However, because e-mail may not be a secure method of communication, we recommend that you not send confidential personal or financial information by e-mail and contact us through other means.

**3. Changes in Address and Personal Information.** It is solely your responsibility to assure that the contact information you have provided to us in connection with your use of the Services is current and accurate, and you are responsible for updating your contact information if it changes. This includes, but is not limited to, name, address, phone numbers and email addresses. You may make changes to your contact information through the Services or by contacting Customer Service. We shall have no liability for any payment processing errors or any fees you may incur as a result of inaccurate or outdated contact information for you.

**4. Consent to Telephone Service Communications.** By providing us your telephone number, you agree that we may call you, using an automatic telephone dialing system or otherwise, leave you a voice, prerecorded, or artificial voice message, or send you a text, email, or other electronic message to administer and manage the delivery of the Services to you, to collect any amounts you may owe under with respect to Services or for other informational purposes related to the Services. You agree that we may call or text you at any telephone number that you provide in connection with the Services, including cellular telephone numbers.



## VIII. DISPUTE RESOLUTION; ARBITRATION

1. **Dispute Resolution.** All disputes arising out of or relating to this Agreement or the Services are subject to the dispute resolution provisions set forth in the Account Agreement, which includes binding arbitration.
2. **Waiver of Jury Trial.** In the event that the binding arbitration provision in the Account Agreement is deemed unenforceable and as a result we and you are required to litigation any dispute in court, to the extent allowed by law, both parties hereby waive the right to any jury trial in any action or proceeding between the parties, whether arising out of or relating to this Agreement, the Services or otherwise brought by either party against the other.

## IX. Additional Terms and Conditions

**1. Modification of Services or the Agreement.** We reserve the right to modify, change, add or amend the terms of this Agreement and/or the fees, charges, features and other terms and conditions applicable to the Services at any time. Any changes we make will be effective as of the time we determine, with or without notice to you, provided that we will furnish you with notice of changes as required by applicable law. In the event any such change or amendment to this Agreement or to any Service that requires prior notice to you, we may notify you via email at the email address you have provided to us. If we provide you with a change of terms notice, you agree that a summary or general description of the changes is sufficient notice. You will be prompted to accept or reject any material change to this Agreement the next time you use the Services after we have made the change. You may reject changes by cancelling and ceasing use of the Service. By using any Service after it has been added, modified or changed, you agree to be bound by this Agreement, as amended, and all terms and conditions applicable thereto. Any change will begin to apply upon the effective date of the change, and will apply only to your future use of the Services.

### **2. Termination/Suspension of Services**

**2.1 Our Right to Terminate.** We may cancel, terminate, or suspend the Agreement or any or all of the Services (including, without limitation, any and/or all pending or scheduled Service transactions) at any time in our sole discretion, without notice to you, except as required by applicable law. To the fullest extent permitted by law, you agree that we shall have no liability to you or to any third party in the event we cancel, terminate, or suspend any Service (or any Service transaction), or in the event we exercise any of our other rights or remedies under, relating to, or arising out of this Agreement. Additionally, we reserve the right to deactivate any and all Services that have been "inactive" for a period of 90 days and terminate the Service if "inactive" for a period of one year. Termination, modification or suspension of this Agreement or any Service will not affect the rights and responsibilities of the parties under this Agreement for transactions (and any related fees) initiated before Services are terminated. If we terminate your access to these Services, you cannot reopen them unless you contact Customer Service as provided in Section VII.

**2.2 Your Right to Terminate.** You may terminate your use of any Service at any time by electronically contacting us through our secured messaging service in the Online Banking Services and advising us of your intent to cancel, by contacting Customer Service as provided in Section VII. We reserve a reasonable amount of time to act upon your request to terminate a Service, which in no event shall be less than ten (10) Business Days. We may require that you put your request in writing. If you have scheduled transactions to occur within the ten (10) day notification period and do not want them to occur, you also must separately cancel those transactions. You will be responsible for all transactions (and any fees related to such) occurring prior to our completing the termination of the designated Service(s).

**3. New Services.** As we introduce improved or new Services from time to time, your use of these improved or new Services is your agreement to be bound by all terms and conditions applicable to them.

**4. Links.** The Services may contain links to third-party websites or resources. We have no control over such sites and resources, and you acknowledge and agree that we bear no responsibility for the availability or use of such external sites or resources. Your use of such third-party websites is subject to the terms of use and privacy policy, if any, governing use of such websites. **IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF ANY HYPERLINKED WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** You are not permitted to frame our website or to deep link to any portion of our website for any reason.

**5. Disclosure of Account Information.** Please refer to our Online Privacy Policy and Consumer Privacy Notice for a description of how we use the information about you that we gather through the Services.

**6. Electronic Records.** To the extent that any Service provides for the use and delivery of electronic records, you consent to the receipt of electronic records of Service information, documentation, and data in lieu of a hard or paper copy or version thereof. You agree that you will not alter any electronic information, data, or records furnished by us, and you agree that our record of any such information, data, or records is the best evidence of the information set forth therein. We reserve the right to furnish to you, and the right to require you to furnish to us, writings or paper copies of information, communications, data, or records relating to any Service, in lieu of and/or in addition to electronic records thereof, at any time in our discretion.

**7. Governing Law.** This Agreement shall be construed in accordance with and governed by the substantive laws of the state of Texas. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. This Agreement is a contract for services and not a sale of goods. The parties agree that this

Agreement, the Services, and Content shall not be subject to or governed by Uniform Commercial Code, Article 2 - Sales.

**8. Data Recording.** You agree that we may (without any obligation) record, retain, and/or monitor any communications (including, without limitation, telephone conversations) between you and us without further notice. You also acknowledge and agree that when you use the Services that the transaction and other information you enter may be recorded and retained by us. All such information, data, and communications recorded, retained, or monitored by us shall be and remain our property, and we shall have no obligation to provide any such data to you, subject to the requirements of applicable law. If you request us to provide any such data, and if we agree, you agree to pay our fees and charges for making the data available to you. You acknowledge that you are responsible for the maintenance and storage of your own data and other information created through your use of the Services.

**9. Interpretation.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be reduced to such scope as is reasonable and enforceable if possible. Otherwise, such provision shall be ineffective to the extent of such prohibition or invalidity without it invalidating the remainder of the provisions of this Agreement or the application of the provision to the other parties or other circumstances. The headings to the Sections of this Agreement are included for convenience only and shall have no substantive meaning.

**10. Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall irreconcilably conflict with or be invalid or unenforceable under applicable law, such provision shall be deemed automatically reformed and amended to the extent, and only to the extent, necessary to render it valid and enforceable under such applicable law as of the effective date thereof, and such reformed or amended provision shall be binding without necessitating the formal amendment of this Agreement by the procedures specified herein; provided, however, that if such automatic reformation and amendment of such provision shall be unreasonable or impracticable in the context of this Agreement, or shall significantly conflict with the purpose, intent and/or any other material terms or provisions of this Agreement, then such provision shall be deemed severed from this Agreement with respect to the persons or circumstances as to which such provision shall be invalid or unenforceable. The invalidity or unenforceability of any one or more of the provisions of this Agreement, or the severance of any provision from this Agreement pursuant to the terms of this Agreement, shall not affect the validity or enforceability of the remaining provisions and such remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

**11. Entire Agreement; Waiver; Assignment.** You acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions. This Agreement, including Section X, Service Provider Specific Terms and Conditions, is the entire agreement and a complete and exclusive statement of the agreement between the parties, which supersedes all prior or concurrent negotiations, proposals, and

understandings, whether oral or written, and all other communications between the parties relating to the subject matter of this Agreement. No provision hereof shall be deemed waived, amended or modified except in a written addendum signed by an authorized representative of each party. A waiver by either party of any term, right, or condition of this Agreement, or any breach thereof, in any one instance, shall not waive such term, right, or condition or any subsequent breach thereof. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors. You may not assign or otherwise transfer, by operation of law or otherwise, this Agreement or any rights or obligations herein.

## **X. SERVICE PROVIDER SPECIFIC TERMS AND CONDITIONS**

The primary licensor for the online and/or mobile banking Service is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our Service, you hereby agree as follows:

**1. General.** The Provider is not the provider of any of the financial services available to you through the Service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the Service.

**2. Provider Privacy Policy.** Provider may access personal information while you use the Service. Provider may access records held by your financial institution for such information as your phone number, home address or email address. Provider will use this contact information to alert you about Service-related events or actions that require your attention. If you grant permission to use phone information, Provider will use the phone number to pre-populate forms that expect a personal phone number for contacting. If you grant permission to use your device's location, Provider will use the data when checking for nearby branch and ATM locations. If you grant permission to use access photos, media or other files stored on your device, Provider will use that information to add an image to a transaction and add a photo to your profile. If you grant permission to use a camera, Provider will use it when taking a picture to add an image to a transaction or to capture images of a check that is being deposited or to add a photo to your profile. In addition to this Provider Privacy Policy, your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services and products, including such information that may be gathered through use of this Service, such as the "Account Information" and "Registration Information" described below. A copy of that privacy policy is available from your financial institution.

**3. Source of Information.** The Service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a

failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

**4. Your Responsibility for Information.** You are responsible for providing Provider with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the Service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.

**5. Rights You Grant to Provider.** By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to Provider through the Service, you are voluntarily supplying that content to Provider for the purpose of providing the Service to you. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the Service, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Service, you will be directly connected to the website for the third party you have identified. Provider will submit information including user names and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks.

**6. Consent to Use of Data.** You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Service. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

**7. Disclaimer of Warranty.** THE SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE WILL BE FREE

FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**8. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, 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, PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**9. Google Analytics.** To assist Provider in maintaining and improving this application, Provider uses Google Analytics to gather information about usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use, and how they found the Service. Google Analytics does not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information. The information helps Provider improve the performance of this Service for you. For more information on Google's use of the data, please see the website "How Google uses data when you use our partners' sites or apps" located at <http://www.google.com/policies/privacy/partners/>.

**10. Miscellaneous.** This Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion 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 Iowa and you expressly consent to jurisdiction and venue thereof and therein. This Agreement and all related documentation are 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.