



eBanking PeoplePay Agreement

This Agreement contains the terms and conditions for the use of PeoplePay Services (the "Service") and supplements the agreements governing your Accounts and the eBanking Agreement. Hereinafter "you" or "your" refers to you and "us" "we" "our" or "Bank" refers to Allegiance Bank.

1. PeoplePay Service. You acknowledge and agree that by enrolling in this Service, funds from your account(s) with us ("Account(s)") may be immediately paid to other parties, based upon the instructions the Bank receives through the Service. You acknowledge that the Bank cannot determine the actual sender of any such instructions and you authorize the Bank to conclusively rely upon the instructions received through the Service as instructions that were sent by you or a third party that you have authorized.

2. Acceptance of these Terms. Your use of the Service constitutes your acceptance of this Agreement, and you accept full responsibility for your use of Service. This Agreement is subject to change at any time. We will notify you of any material change via the Allegiance Bank website ("Website") by providing a link to the revised Agreement. Your continued use of the Service will indicate your consent to be bound by the revised Agreement. Further, Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

3. Qualification. In order to enroll in the Service, you must be designated as an owner or authorized signer of a Bank Account that is eligible for this Service. You must maintain the Account in good standing and you must be approved for Allegiance Bank eBanking Services. You must comply with all applicable restrictions on the use of the Service as we may communicate to you from time to time. The Service has qualification requirements and we reserve the right to change the qualifications at any time without prior notice.

4. Limitations of Service. When using the Service, you may experience technical or other difficulties that are beyond our control. We will attempt to post alerts on our Website to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

5. Payment Limitations. Payments are subject to a dollar limit amount per payment and a transfer limit per day. The limits apply to the total of all PeoplePay payments for all Account(s) enrolled in the Service. We may change your dollar and transfer limits at any time.

6. Processing of Payments. Payments are credited to the payee(s) account according to the receiving bank's ACH processing schedule and may take, at a minimum, two business days to process. When you send money, the payee is not required to accept it. You agree that you will not hold Allegiance Bank liable for any damages resulting from actions of the payee's bank or a payee's decision not to accept a payment made through the Service. If a payment is unclaimed, denied or refunded for any reason, we will return the money to your Account once the funds are returned or otherwise received.

7. Fees. There currently are no fees for the Service. Fees are subject to change.

8. Restriction of Service. The Bank does not guarantee the identity of any Recipient or ensure that a Recipient will complete a transaction. You must have sufficient funds in your Account on the day a PeoplePay payment is processed. To the extent that funds in your Account are insufficient, and in the event the Bank already credited your Recipient's account, you authorize us to debit the deficiency amount from any of your other Account(s) at our sole discretion.

9. Payment Process Times. A payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is 2:00 PM CT. A payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date. A payment can be changed or cancelled any time prior to the earlier of the cutoff time on the scheduled processing date or the time that the payment is actually processed.

10. Scheduling of Payments. When a recurring payment is processed, it is automatically scheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain

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holidays), and the "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date. If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date. If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date. The system will calculate the "Estimated Arrival Date" of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payee(s).

11. Errors. You are solely responsible for any payment instruction that contains an error or is a duplicate of another payment. Allegiance Bank is not responsible for a payment that is not made if you did not properly follow the instructions. Allegiance Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility. By using the Services you accept the risk that an email or payment may be intercepted or misdirected during the transmission of the email or the payment process. You agree that Allegiance Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

12. User Warranties and Indemnification. You warrant to Allegiance Bank that:

- a. You agree that your Recipient is solely responsible for providing accurate payment information to process your payment and that Bank shall not be responsible or liable for any payments made or processed through this Service due to inaccurate information.
- b. You will ensure that only you, or parties you authorize, transmit instructions via your eBanking username and password and that your username and password are safe guarded in a secure manner.
- c. All information you provide to Bank is accurate and true.
- d. You will comply with this Agreement and all applicable rules, laws, and regulations.
- e. You agree to indemnify and hold harmless Bank from any loss for breach of this warranty provision.

13. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions and resolution of Recipient claims, including providing, upon request and without further cost, any originals or copies of supporting documentation for payments made through the Service and your records relating to such items and transmissions.

14. Termination. We may terminate this Agreement at any time, for any reason, and without notice. You may cancel the Service at any time by calling us at 281-894-3200 or by emailing us at customerservice@allegiancebank.com and allowing us a reasonable time to act upon your request. If you cancel, we will not refund any portion of the funds assessed for the Service. This Agreement shall remain in full force and effect unless and until it is terminated by you or us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with the terms of your Account agreement, eBanking Agreement or any other agreement with us.

15. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

16. Ownership and License. You agree that Allegiance Bank and its vendors retain all ownership and proprietary rights in the Service, associated content, technology, and website(s). Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Integrity Bank's business interest, or (iii) to Integrity Bank's actual or potential economic disadvantage in any aspect. You may use the Service only in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

17. Governing Law. This agreement shall be interpreted in accordance with the laws of the State of Texas and to the extent applicable by the laws of the United States.

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18. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

19. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ALLEGIANCE BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

20. Other Terms. Unless specifically listed in this Agreement, this Service is subject to the definitions and terms of the eBanking Agreement signed by you when activated eBanking services and any amendments thereto. A current copy of the eBanking Agreement can be viewed by selecting "Customer Service" and select "PeoplePay Agreement" listed under "Disclosures." In the event there is any conflict between this Agreement and the eBanking Agreement, the terms of this Agreement shall prevail.

21. Assignment. You may not assign this Agreement. Allegiance Bank may assign this Agreement at any time. Allegiance Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or third parties.

22. Amendments. You understand and agree that Allegiance Bank reserves the right to change the terms and conditions of this Consent and Authorization. You will be notified as soon as possible when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used, unless such notification is not required by law. Your continued use of PeoplePay Service indicates your agreement to the changes to the Agreement. It is your responsibility to review this Agreement from time to time in order to be aware of any such changes.

By clicking on "Accept Terms and Conditions," you agree to the terms of this PeoplePay Service Agreement.