



## **eBANKING AGREEMENT**

### **eSIGN Disclosure and Agreement.**

This eSign Disclosure and Agreement to Electronic Delivery (this “eSIGN Disclosure”) applies to all legal and regulatory disclosures and communications we may provide related to your eligible Accounts defined in Sections II.1 or II.2 as well as products and services accessible through our Website (as that term is defined below), both publicly accessible portions of our Website and portions available only to customers upon log in, and for which you elect to receive delivery from us in electronic form in lieu of receiving such disclosure or communication in writing, in the mail. Our eBanking services were designed and built to provide records to you in electronic form. You cannot enroll in any eBanking services without agreeing to receive the Allegiance eBanking Agreement and other disclosures delivered through eBanking services in electronic form.

If you consent, we may also provide other disclosures in an electronic format. These disclosures may include but are not limited to the following:

- Updates or amendments to our eBanking Agreement;
- Notice of change in Account terms;
- Notice of fee changes;
- Responses to any questions you may have about eBanking services (including electronic funds transfers);
- Privacy and security notices; and
- Other information related to your Account(s) with us.

The terms “we,” “us,” “our,” and “Bank” refer to Allegiance Bank. The terms “you” and “your” refer to each person, entity, Account owner(s) or authorized signer(s) identified on your Account. The term “Account” means the account(s) you have with us now or in the future. “Electronic Communication(s)” refers to the electronic transmission of any disclosure or communication related to your Account and/or any product or service that we are required by law to provide to you in writing.

**1. SCOPE OF COMMUNICATION TO BE PROVIDED IN ELECTRONIC FORM.** When you give your affirmative consent to receive Electronic Communications, you may receive disclosures and communications for all Account(s), products, and services electronically in lieu of receiving that information in paper format, in the mail. Electronic Communications may change from time to time. Your consent to receive Electronic Communications applies to all customer agreements or amendments thereto, including, but not limited to, agreements and amendments containing information we are required by law to provide to you in writing. You may download or print all electronic notices and disclosures from your computer if you have the hardware and software described in the section entitled “Computer Requirements” below. You can also save copies of electronic notices and disclosures to your hard drive or other media for viewing and printing at a later time. The Bank reserves the right to make additional types of Electronic Communications available to you.

**2. ELECTRONIC DELIVERY NO LONGER AVAILABLE.** The Bank reserves the right to discontinue providing any Electronic Communication in electronic form at any time. If an Electronic Communication will no longer be available, you may request a paper copy. We will notify you of any such change as required by law.

**3. CHANGE IN TERMS AND TERMINATION OF AGREEMENT.** The Bank reserves the right, in its sole discretion, to change the terms and conditions of this eSIGN Disclosure at any time, or to discontinue the provision of Electronic Communications. We will provide you with notice of any such change or termination as required by law.

**4. METHOD OF PROVIDING ELECTRONIC COMMUNICATIONS TO YOU.** The Bank may deliver Electronic Communications to you by any of the following methods: (a) by posting a notice and making the information available to you through the Service; (b) by sending the information to an email address you have provided to the Bank; or (c) by sending the information to a mobile device you have designated; or (d) to the extent permissible by law, by access to a Website that the Bank will generally designate in advance for such purpose; (e) by requesting you download a Portable Document Format (.PDF) file containing the Electronic Communication; or (f) by any other electronic means we have mutually agreed upon. Delivery of Electronic Communications by any of these methods will be considered “in writing,” and you intend that the Electronic Communications have the same legal effect as written and signed paper communications.

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**5. RIGHT TO WITHDRAW CONSENT.** You have the right to withdraw your consent to receive Electronic Communication for any of your Accounts. You may also withdraw consent by calling the Bank at 281-894-3200. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of consent to receive Electronic Communication. Any withdrawal of your consent to receive Electronic Communication will be effective only after we have a reasonable period of time to process your withdrawal. Your subsequent paper format Account statements and all other paper documents will be sent to the mailing address the Bank has on file for you.

If your Account type requires the receipt of Electronic Communication as a feature of the Account, and you subsequently opt to receive paper instead of Electronic Communication, we may, at our discretion, close your Account, or change your Account to a type that offers paper documents.

**6. HOW TO UPDATE YOUR RECORDS.** It is your responsibility to provide us with a true, accurate and complete email address, contact, and other information related to this Agreement and your Account(s), and to maintain and update promptly any changes in this information. You can update information, such as your email address, within the eBanking system or by contacting the Bank at 281-894-3200. You must maintain a valid email address on file with the Bank as a condition of participating in Electronic Communication.

**7. COMPUTER REQUIREMENTS.** To receive and review Electronic Communications, and to view, download and print such Electronic Communications, you will need (a) a currently supported Internet browser tool such as Microsoft Internet Explorer, Mozilla Firefox, Apple Safari, or Google Chrome, and (b) a currently supported version of Adobe Acrobat Reader. Cookies and JavaScript must be enabled in the browser options.

**8. REQUESTING PAPER COPIES.** We will not send you a paper copy of any Electronic Communication unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of your Electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the Electronic Communication to you. To request a paper copy, contact the Bank at 281-894-3200. There are no fees or charges to access your Electronic Communications. We may charge you a reasonable service charge, of which we've provided you prior notice, for the delivery of paper copies of any Electronic Communication. We reserve the right, but assume no obligation (unless you request us), to provide a paper (instead of electronic) copy of any documentation that you have authorized us to provide electronically.

**9. COMMUNICATION IN WRITING.** All communication in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Agreement and any other Electronic Communication that is important to you.

**10. LEGAL SECTION.** You will ensure the confidentiality of your eBanking User ID and password and you agree to indemnify, defend, and hold harmless the Bank and its successors, assigns, affiliates, officers, employees, directors, and agents against any loss, claims, damages, judgments, awards, legal obligations, costs or expenses, including without limitation, all fees, and expenses of the Bank's counsel based upon, arising out of, or related in any way to your consent to receive Electronic Communication.

**11. FEDERAL LAW.** You acknowledge and agree that your consent to Electronic Communication is being provided in connection with a transaction that is subject to the federal Electronic Signature in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

**12. CONSENT AGREEMENT.** You hereby give affirmative consent for Bank to provide Electronic Communications to you as described herein. You further agree that your computer complies with the hardware and software requirements specified above and that you have provided us with a current email address to which we may send Electronic Communications for you.

**By selecting "Agree," you agree that you have read, understand, and agree to the terms and conditions of this Agreement and you consent to receive Electronic Communications. If you do not agree to the terms and conditions of this Agreement, you must exit enrollment in eBanking and must not select "Agree."**



## **eBANKING AGREEMENT**

### **I. Introduction**

This Allegiance eBanking Agreement (as amended from time to time, the "Agreement") has been amended to, among other things, reflect new features and functionality of eBanking, as defined herein. Please refer to the individual service-specific section(s) of this Agreement below for more specific details regarding each service. Your continued use of eBanking indicates your agreement to the amendments to the Agreement. As used herein, the words "you," "your" and "yours" mean each person or business entity in whose name the Account with Allegiance Bank is maintained or who exercises an ownership interest therein, each person who applies to use eBanking and each person who uses eBanking with the permission of the applicant. "We," "us," "our" and "Bank" mean Allegiance Bank. "Account" refers to your account at the Bank, and includes both deposit and loan accounts. "Authorized representative" means a person with authority of any kind with respect to an Account or use of eBanking, as defined herein. This Agreement sets forth the terms and conditions governing your use of the Allegiance Bank Personal eBanking Service and Allegiance Bank Business eBanking Service (collectively, "eBanking"), the Allegiance eBanking Mobile Application and Text Banking Services ("Mobile Banking" and "Text Banking") and contains the disclosures required by the Electronic Fund Transfer Act, as implemented by Regulation E (15 U.S.C. 1693 et seq., 12 C.F.R. Part 1205). eBanking, Mobile eBanking and Text Banking are collectively referred to herein as "eBanking."

When you use eBanking or authorize others to use it, you and any such users agree to be bound by the terms and conditions contained in this Agreement. eBanking, Mobile Banking, Text Banking, Bill Pay service, electronic statement delivery services, PeoplePay person-to-person funds transfer service (available with Personal eBanking), external funds transfer service, mobile deposit and Personal Finance Management are governed by this Agreement and any additional separate agreement(s) for such services as the Bank may require you to execute, including, but not limited to, the Account signature card, Account resolutions and the agreements governing your deposit and loan Accounts, as well as all related disclosures. For purposes of this Agreement "consumer" means a natural person who owns an Account with respect to which eBanking is requested primarily for personal, family or household purposes. "Business" means anyone other than a consumer who owns an Account with respect to which a Service is requested.

### **II. General Terms and Conditions**

**1. ACCOUNTS, GENERALLY.** You must have an Account to enroll in eBanking. You may access eBanking using a personal computer or mobile device with access to the Bank's web site at <http://www.allegiancebank.com> (the "Website"). We reserve the right, in our sole discretion and as permitted by applicable law, to limit the availability of the Services to certain account types, IP addresses or end-user country of origin. When you enroll in the Services, account holders must enroll under separate User IDs. It is your responsibility to notify us if a signer or other person to whom you have provided your User ID and password should no longer be given access to the eBanking.

Each of your Accounts will continue to be subject to the agreement that already applies to it. Joint Account owners have the right to any information or to make any request associated with their Account. Please refer to the specific agreement governing your Accounts for more information. Additionally, each Account and your use of eBanking will be subject to the following:

- the terms or instructions appearing on a screen when using eBanking;
- the Bank's rules, procedures and policies applicable to each Account and eBanking;
- the rules and regulations of any funds transfer system (such as the payment card networks or automated clearing house network) used in connection with eBanking; and
- applicable Texas and federal laws and regulations.

You authorize the Bank to provide access to you to all your Accounts through eBanking. For each Account to which access is provided, consumers may request removal of such access by sending a message through the eBanking secure message system or written letter to Allegiance Bank, P.O. Box 41314, Houston, TX 77241-1314. You may access an Account on the Website to obtain balances, transaction history and other information. To access an Account or use a Service (a) consumer Bank customers must have a User ID and password and the required hardware and software as described in Section II.5., and (b) business Bank customers must have Company ID (business customers only), User ID and password and the required hardware and software as described in Section II.5. The Bank attempts to provide accurate, complete and timely Account information through the eBanking Website. Subject to the terms of this Agreement, you will generally be able to access your eligible Accounts through the Website seven (7) days a week, twenty-four (24) hours a day. At certain times, Allegiance eBanking website may not be available due to system maintenance or circumstances beyond our control. Except as otherwise required by law, the Bank will not be liable to you if any such information is unavailable, inaccurate or delayed. During these times, you may visit us at one of our



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offices to obtain information about your Accounts or call the Voice Response System at 1-844-334-3814.

All eligible Accounts on which the enrolling Customer is listed as an Account owner or authorized signer will be linked, including those Accounts opened after you enroll to use eBanking. Accounts that are linked together will appear together without regard to the ownership of those Accounts. This means, for example, that when a delegated user of an Account holder accesses eBanking, that delegated user will be able to view and access at a single time the following Accounts:

- a. the Accounts of the business for which that person is a delegated user; and
- b. the Accounts of any other business for which that person is a delegated user; or
- c. any consumer Accounts for which the person is a co-owner or authorized signer.

If you have opted for the Personal Finance Service, please be advised that when you add information about either an account that you have at another financial institution, or an Account with us, to the "Personal Finance" section of eBanking, all Accounts and third-party accounts will automatically be added to and listed in the "Account" section of eBanking. Such information, including account name, number and dollar amount, will be viewable by Bank personnel as well. However, you may use the control functions in the "Account" section of eBanking to suppress disclosure of Personal Finance accounts from Bank personnel at your discretion, leaving such accounts visible to you but not Bank personnel.

**2. BUSINESS ACCOUNTS.** If you are a business, the following provisions apply. By accessing eBanking, you agree you have the right to provide us with instructions, make any decision, obtain any information, or make any request associated with the Account(s) and related eBanking services which are the subject hereof. Your authorized signer(s) is authorized on such terms, conditions, and agreements as we may from time to time require to:

- a. enter into this Agreement, as amended from time to time;
- b. access each Account of yours in any manner and for any purpose available through eBanking, whether now available or available at some time in the future;
- c. use eBanking in any manner and for any purpose available through the Website, whether now available or available at some time in the future; and
- d. designate delegated users through the Website.

You further agree that each of your delegated users, as designated to us through the Website, will be acting as your agent and will be bound by this Agreement and any separate agreement governing the Account(s).

For business Accounts, the authorized signer or Authorized Representative designated by the Customer of the Accounts being accessed may manage the authority of your delegated users through the Website. You agree that you, and not we, are responsible for supervising all of your delegated users and monitoring the actions they take on your behalf, whether or not we provide tools for managing their authority. If you grant a delegated user Treasury Management Services access, you understand and agree you are authorizing the delegated user to transfer funds, wire funds, perform stop payment requests, originate ACH transactions, pay bills, perform Account maintenance, view Account transactions, and participate in any other Service for any Account linked to eBanking.

All transactions that a delegated user performs on an Account within the scope of the authority you grant through the Website, including any transactions you did not want or intend, are transactions authorized by you. You are solely responsible for those transactions, and we are not responsible for them. If you revoke or change the authorization of a delegated user using the Website, only transactions that you did not want or intend and that the delegated user performs after you change their authorization, and we have a reasonable opportunity to act on that notice, will be considered unauthorized transactions. To notify us that you want to terminate a designated user appointment you have made on the Website, you must send a message through the eBanking secure message system or call Allegiance Bank at 281-894-3200. You can immediately disable a delegated user by selecting the "user lock" or "delete" option in the "User Setup" function under "Administration".

Your delegated users may not further delegate rights to view your Account(s) unless you give them authorization. You are responsible for ensuring each delegated user maintains the confidentiality of his or her User ID, password, and other login credentials. You agree that each delegated user will access and use each Account and eBanking in accordance with the authority given to the delegated user by an authorized signer. Each time a delegated user

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accesses, views, or transacts on an Account or through eBanking, you represent and warrant to us that the delegated user's action is authorized by you. If we receive conflicting instructions, or if we believe an Account's security or our security may be at risk as a result of a delegated user, we may, in our sole discretion, terminate the delegated user's access to the Service, an Account, or eBanking, or prevent the individual from being a delegated user, without prior notice to you or an authorized signer.

**3. YOUR RESPONSIBILITIES AND REPRESENTATIONS.** You agree to provide true, accurate, current and complete information about yourself as requested and you agree to not misrepresent your identity. You also agree not to use eBanking to conduct any business or activity or solicit the performance of any activity which is prohibited by law or any contractual provision by which you are bound, including, but not limited to, unlawful internet gambling. You agree to comply with all applicable laws, rules and regulations in connection with eBanking. You certify that you are at least 18 years of age. You also represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (b) that you are not listed on any U.S. Government list of prohibited or restricted parties, such as the U.S. Department of Treasury's Office of Foreign Asset Control's Specially Designated Nationals List.

**4. CHANGES.** Except as otherwise required by law, we may change the terms of this Agreement from time to time and at any time without notice. When changes are made, we will update this Agreement on the Website. The Website will be updated on the effective date of the change, unless an immediate change is necessary to maintain the security of the system or unless applicable law requires that it be updated at an earlier time. If such a change is made, and it cannot be disclosed without jeopardizing the security of the system, this Agreement will be updated within thirty (30) days after the change. 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 eBanking indicates your agreement to the changes to the Agreement. Changes to fees or terms applicable to Accounts are governed by the agreement otherwise governing the applicable Account. It is your responsibility to review this Agreement including, without limitation, the Bank's Privacy Policy, from time to time in order to be aware of any such changes.

**5. SYSTEM REQUIREMENTS.** You are responsible for maintaining all Internet connections, browsers, hardware and software that are necessary to access eBanking. Bank requires that you use a web browser that supports adequate security measures, including SSL encryption technology, or additional security measures as Bank may require. In this Agreement, the computer and the related equipment you use to access eBanking is referred to collectively as the "computer". The risk of error, failure or nonperformance is your risk and includes the risk that you do not operate your computer or software properly. The Bank is not responsible for any errors or failures from any malfunction of your computer or any software, nor is it responsible for any electronic virus, viruses, worms or similar software that you may encounter. In addition, you are solely responsible for installing and for regularly updating appropriate software, including, but not limited to, anti-virus software, anti-spyware, as well as firewall(s) on your computer to prevent key logging and/or other intrusions that may allow a third-party to unlawfully view activity on your computer. **THE BANK HAS NO LIABILITY TO YOU FOR ANY DAMAGE OR OTHER LOSS, DIRECT OR CONSEQUENTIAL, WHICH YOU MAY SUFFER OR INCUR BY REASON OF YOUR USE OF THE COMPUTER OR THE SOFTWARE. FURTHERMORE, THE BANK MAKES NO WARRANTY OR REPRESENTATION REGARDING THE COMPUTER OR ANY RELATED SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** In no event will the Bank be liable for any failure of performance due to circumstances beyond its control (including, without limitation, power outage, system failure, fire, flood, earthquake or extreme weather). Obtaining and maintaining adequate Internet access is your responsibility, and you are solely responsible for all Internet Service Provider fees and costs.

**6. TERMINATION.** This Agreement will be in effect from the date your enrollment in the eBanking is submitted by you and accepted by the Bank and at all times while you are using the eBanking until terminated by you or the Bank. Unless otherwise required by law, the Bank may terminate this Agreement and/or your access to the eBanking, in whole or in part, at any time without notice. You may cancel eBanking at any time by notifying us of your intent to cancel in writing by sending us notice of cancellation to Allegiance Bank, P.O. Box 41314, Houston, TX 77241-1314 or through the Allegiance eBanking secure mail. This cancellation applies to your use of eBanking and does not terminate your Accounts. The termination of this Agreement by you or the Bank will not terminate your obligations or our rights arising under this Agreement before such termination. If you do not access your Accounts via eBanking for any three hundred sixty-five (365) day period, we may terminate eBanking, in whole or in part. All applicable provisions of this Agreement shall survive termination by either you or the Bank, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

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**7. GOVERNING LAW; JURISDICTION; VENUE.** Each of your Accounts will continue to be governed by the laws described in the agreement you have with us regarding those Accounts (for example, your deposit Account or loan agreement with us). This Agreement and eBanking will be governed by the laws of the State of Texas, without regard to principles of conflicts of law, and, to the extent applicable, federal law. You consent to the personal jurisdiction of the State of Texas and hereby agree that any litigation brought by you hereunder or in connection with eBanking shall be brought exclusively in Harris County, Texas. You hereby waive any objection you may have based on improper venue or forum non conveniens to the conduct of any such proceeding. In any legal action or claim regarding this Agreement or eBanking, the prevailing party will be entitled to recover costs and attorney fees.

**YOU UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY LAW YOU INTENTIONALLY, VOLUNTARILY AND KNOWINGLY WAIVE THE RIGHT TO TRIAL BY JURY TO RESOLVE ANY DISPUTE OR LEGAL ACTION BETWEEN YOU AND US ARISING OUT OF, OR RELATED TO, THIS AGREEMENT AND THE FEATURES OF IT. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.**

**8. ASSIGNMENT; USE OF THIRD PARTIES.** We may assign our interest in this Agreement to any now-existing or future Bank affiliate, including, without limitation, any direct or indirect subsidiary of the Bank. You may not assign or transfer this Agreement or any of your rights or responsibilities hereunder. We may also assign, in whole or in part, our rights and responsibilities under this Agreement. In addition, the Bank reserves the right, in its sole discretion, to delegate its duties and responsibilities, in whole or in part, to third parties.

**9. NOTICES. UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, IN THE EVENT THAT WE ARE LEGALLY REQUIRED TO PROVIDE A NOTICE OR OTHER COMMUNICATION TO YOU IN WRITING, THAT NOTICE OR OTHER COMMUNICATION MAY BE SENT TO YOU ELECTRONICALLY TO YOUR INTERNET ADDRESS AS REFLECTED IN OUR THEN CURRENT RECORDS.**

**10. PROPRIETARY RIGHTS.** All content included or available on the Website or used in connection with eBanking, such as advertisements, text graphics, logos, button icons, images, audio clips, and software, is the sole property of the Bank and/or third parties, and is protected by copyrights, trademarks, or other intellectual and proprietary rights. The compilation (meaning the collection, arrangement, and assembly) of all content on the Website or used in connection with eBanking is the exclusive property of the Bank and/or its licensors and is protected by copyright or other intellectual property rights. The trademarks, logos, and service marks displayed on the Website or used in connection with eBanking (individually, a "Trademark," collectively the Trademarks) are the registered and unregistered trademarks of the Bank or third parties. Under no circumstances may you use copy, alter, modify, or change these Trademarks. Nothing contained on the Website or used in connection with eBanking should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of the Bank, or the third-party which as right to such Trademarks, as appropriate.

**11. ENTIRE AGREEMENT.** This Agreement, together with the agreements governing your Accounts, and the Bank's Treasury Management Agreement, represent the sole and exclusive agreement between you and the Bank regarding your use of eBanking and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof. If any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be invalidated or otherwise affected. Your use of eBanking may also be affected by the agreements between you and us for your Accounts linked to eBanking. When you link an Account to eBanking, you do not alter the agreements you already have with us for that Account. For example, if you link a checking Account to eBanking, the terms and conditions governing your checking Account do not change and remain in full force and effect. You should review those agreements for any applicable fees, Account limitations and for other restrictions that might impact your use of such Account with eBanking.

**12. HEADINGS.** Headings are for reference only and in no way define, limit, construe, or describe the scope or extent of such section.

**13. WAIVER OF TWO SIGNATURE REQUIREMENT.** If you are a business customer, you agree that any requirement that the Bank (whether arising out of a contractual obligation or otherwise) verify two signatures on checks, if such a requirement exists it does not apply to electronic transfers, or other transfers made through the Internet using

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Bill Pay, and you hereby release the Bank from liability when making such transfers. This means that any person who is authorized to act as a signer on your Account shall be authorized by you to individually make electronic transfers through eBanking, or transfers through the Internet using Bill Pay, even though that persons 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.

**14. BUSINESS DAYS.** For purposes of this Agreement, every day is a "business day," except Saturday, Sunday and federal holidays. Unless otherwise stated in this Agreement, we may treat any notice from you via the eBanking secure message system, received after 5:00 p.m. on a business day as if we had received it on or after 9:00 a.m. the following business day. All references to time in this document are Central Time. Unless otherwise specified herein, all time periods referenced herein refer to calendar days, not business days.

**15. TRANSACTION PROCESSING PROBLEMS.** Any eBanking transfer or transaction through Online Banking, Bill Pay, Mobile Banking, People Pay or External transfer that cannot be processed due to Bank or third-party system limitations or problems will be automatically reprocessed on the following business day.

**16. SCHEDULING AND PROCESSING OF TRANSACTIONS.** For purposes of this Agreement, the "Send on Date" means the date that eBanking will be remitted by the Bank to your payee or that the transfer will be made from your Account. For purposes of this Agreement, the "Process Date" means the date that transfer will be remitted by the Bank to your payee or that the transfer will be made from your Account. Please note that the Send on Date and/or the Process Date is not necessarily the date that your payee receives the scheduled Bill Pay payment or the recipient of the transfer receives the transfer. Please refer to the service-specific sections of this Agreement for more information regarding your "Send on Date."

**17. WAIVER.** The failure of the Bank to enforce at any time any provision of this Agreement or to exercise any right herein provided shall not in any way be construed to be a waiver of such provision or right and shall not in any way affect the validity of this Agreement or any part hereof, or limit, prevent or impair the right of the Bank subsequently to enforce such provision or exercise such right.

**18. EMAIL.** One way we may communicate with you is electronically through the Allegiance eBanking secure message system. You will be asked to supply an email address when enrolling in Allegiance eBanking. This email address may be used to communicate to you regarding your Account(s). It is your responsibility to keep this email address up to date. Unless otherwise prohibited by law, if your email is returned as undeliverable, we may discontinue sending email messages until a new and valid email address is provided to us. The Bank is not liable to you if you do not receive an alert because of out of date emails, system failures or for any other reason beyond the Bank's reasonable control. If you send the Bank a message through regular email the email transmissions may not be secure. Do not send us or ask for sensitive information (such as Account numbers or other financial information) via any third-party email system. If you wish to contact us electronically, you must use the secure message system through eBanking. If you send the Bank a message using Allegiance eBanking secure message system, you agree that the Bank may take a reasonable period of time to act on any message received. By sending us an email or otherwise providing us with an email or text message address for transfer notifications, you expressly consent to the Bank sending you email or text messages to such address. You can send comments on eBanking, place stop payment orders, order photocopies of checks posted to your Account(s) and change your email or regular mail addresses. You cannot use email to initiate transactions on your Account(s), unless specifically provided in a particular eBanking service. To initiate transactions, please use the appropriate functions within Allegiance eBanking or call our Voice Response System at 1-844-334-3814.

### **III. Online Banking**

**1. GENERALLY.** You may use eBanking to obtain the products and services available through the Website, including:

- transferring funds electronically between eligible Accounts which you own or control (either individually or jointly with others) and from which you have an unrestricted right to withdraw funds (each a "transfer," collectively, "transfers");
- obtaining Account information, such as the balances and available funds in your linked savings and checking Accounts, money market Accounts or loans;

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- viewing check images of checks written on your Accounts;
- viewing copies of statements related to your Accounts (please see the separate disclosure regarding eDocuments and eStatements); and
- viewing Account history.

You may check the balances of Accounts that are linked through eBanking. You understand that the balance figure may not reflect all recent transactions, and may include funds that are not subject to immediate withdrawal. You may obtain a list of transactions for up to 18 months' prior (as available), and you may obtain general Account information for all Accounts linked through eBanking. The Bank may, from time to time, introduce new features. When this happens we will update our Website to include a description of them.

**2. SECURITY PROCEDURES.** You agree to the security procedures ("Security Procedures") used by Bank in connection with eBanking. Such Security Procedures offered by Bank are described herein and in related documentation applicable to eBanking. As part of the Security Procedures, Bank may employ various authentication technologies, including, but not limited to, use of User IDs, passwords and other "Additional Authentication Information" ("AAI") that Bank may require you to provide at Bank's sole discretion. Bank employs various security and authentication technologies to ensure you are communicating directly with Bank, and also to ensure your computer is communicating with a legitimate Bank computer. You are responsible for the establishment and maintenance of your internal procedures reasonably adapted to insure the confidentiality and security of Security Procedures. **YOU UNDERSTAND AND AGREE THAT YOU WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER YOUR USERID AND PASSWORD PROVIDED BY BANK, AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL YOU WOULD USE FOR CASH, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL IN THE CIRCUMSTANCES.**

If you have reason to believe that any Security Procedure has or may have become known by unauthorized persons, you shall immediately notify the Bank by telephone at 281-894-3200 during our business hours and confirm such oral notification in writing to Bank at Allegiance Bank, P.O. Box 41314, Houston, TX 77214-1314 within twenty-four (24) hours of the oral notification. Bank will replace the Security Procedures in accordance with the Bank's standard security requirements related to eBanking. To the maximum extent permitted by applicable law, you will be solely liable for all transactions initiated before the Bank has received such notification and has had a reasonable opportunity to act on such notification. Bank reserves the right to change any or all of the Security Procedures offered and/or used at any time by giving oral or written notice to you. You agree that your use of eBanking after the Bank provides notice of such changes constitutes your acceptance of the new Security Procedures. You acknowledge that the purpose of Security Procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. Bank is not agreeing to any Security Procedures or other procedure for the detection of errors.

No Bank employee, nor any company affiliated with or a third-party service provider of Bank, will contact you via email or phone requesting your User ID or password. If you are contacted by anyone requesting this information, **DO NOT GIVE ANY OF YOUR INFORMATION OUT**, and please contact us immediately to report the details of the incident.

You will be given a case sensitive password that will give you access to your Accounts through eBanking. This password can be changed within eBanking or by calling Allegiance Bank Customer Service at 281-894-3200. The password must comply with the password creation requirements and reuse restrictions established by the Bank for your Account type. We recommend that you regularly change your password. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize the password and do not write it down. Your User ID and password allow access to your Account(s) and eBanking provided for herein; providing these to another person shall constitute a grant of authority to access your Account(s) for all purposes, including, without limitation, under Regulation E. You are solely responsible and liable for transactions and other activities that occur or are undertaken using your User ID and password including those transactions and activities that may be taken by anyone using eBanking after logging in with your User ID and password. Such authorization shall continue until you have notified us that such person is not authorized to act with regard to your Account(s) and eBanking.

You are also solely responsible for keeping your User ID and password confidential and ensuring that you have logged out of eBanking when your session is complete in order to prevent unauthorized persons from using the Services. You agree that you will be the only user of your User ID and password, that you will not transfer or disclose any of this information to any other person, and that you will be solely responsible and liable for all usage of the Services, including, without limitation, all fees associated with the Service and/or activity on your Account(s), whether or not authorized by you.



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**3. PERMITTED INTERNAL TRANSFERS; SCHEDULING TRANSFERS.** Internal transfers among your Account(s) may be sent to or from eligible Accounts. Transfers are not permitted to or from Certificates of Deposit (“CDs”). You must submit transfer requests (i.e., scheduling, changing or cancelling a transfer) prior to the deadline established by the Bank, from time to time (“Transfer Cutoff Time”). If you have provided instructions for more than one transfer and/or Payment, as defined below, to be processed, we may select to process them in any order, in our sole discretion. The types of available transfers and our Transfer Cutoff Times are as follows:

- a. “Today” (one time transfer) - If you designate a transfer as a Today Transfer, the Send on Date will be today's business date if you scheduled the Transfer before 8:00 p.m. For Today Transfers there must be sufficient funds in the Account from which the funds will be transferred ("Transfer Account") at the time the Today Transfer is requested or the transfer will not occur until the following business day. Today Transfers may not be canceled for any reason once you have confirmed the transfer.
- b. “Scheduled” (one-time future/scheduled transfer) - If you designate a transfer as a Scheduled Transfer, you may request that the transfer be made on a future date designated up to three hundred and sixty-four (364) days in advance of the Send on Date. Sufficient funds must be available in the Transfer Account when the transfer is executed or it will not occur. You may access eBanking and cancel a Scheduled Transfer until 8:00 p.m. on the day prior to the scheduled Transfer date.
- c. “Recurring” (multiple future/scheduled transfer) - If you designate a transfer as a Recurring Transfer, you may request a Send on Date that recurs on a specified regular basis (e.g., weekly, bi-weekly, monthly, etc.). You will have the option to choose an end date, number of times you want the transfer to occur, or whether you want the transfer to continue indefinitely. Sufficient funds must be available in the Transfer Account when the Recurring Transfer is executed or it will not occur. You may access eBanking and cancel a Recurring Transfer until 8:00 p.m. on the day prior to the scheduled transfer date.

**4. FUNDS AVAILABILITY.** If you designate a transfer as a Today Transfer, you will receive provisional credit upon completion of your eBanking session. However, in order to receive such provisional credit, you must complete Today Transfers during a business day before the transfer Cutoff Time in order for transferred funds to be posted to another Account on the same day and in order for transferred funds to be available from that Account for transfers accomplished through means other than use of eBanking. If you complete a Today Transfer during a business day after the transfer Cutoff Time or on a non-business day, the transferred funds will be available to pay in-clearing items on the following business day. Transfers designated as “Scheduled” or “Recurring” are processed after the transfer cut off time on the scheduled business day. For Personal eBanking Scheduled and Recurring Transfers, if the Send on Date falls on a non-business day, the transfer will occur on the next business day. For Business eBanking Scheduled and Recurring Transfers, you have the option to choose whether you want the transfer to occur on the previous date or next date if the Send on Date falls on a non-business day. Please refer to our Funds Availability Disclosure in our Rules and Regulations Governing Deposit Accounts for additional information.

**5. LIMITATION ON eBANKING SERVICES.** Transfer amounts are limited to the available balance in your Accounts. If you request a transfer amount that is greater than the available balance in your Account, the transfer will not be executed. The number of transfers and withdrawals, including, without limitation, transfers and Payments executed through eBanking, from savings or money market Accounts to another of your Accounts or to third parties is limited by our policies. Please refer to our Rules and Regulations Governing Deposit Accounts for additional information.

**6. STOP PAYMENT REQUESTS FOR CHECKS.** The Bank will accept stop payments through eBanking for single, paper-check items drawn on an Account at Allegiance Bank and accessed through eBanking. You are responsible for researching your own records (Internet or otherwise) to determine whether a check subject to a stop payment order was paid prior to the date you wish to impose the stop payment order. Checks sent as part of a Bill Pay transaction (individually, a “Bill Pay Check,” collectively, “Bill Pay Checks”) are not subject to the terms of this Section III.6. You may stop payment on a Bill Pay Check pursuant to the Payment cancellation terms set forth in Section IV of this Agreement. If you place a stop payment order on a check after it has been paid, a stop payment fee will be assessed, and notwithstanding that the check has been and will remain paid. You will be charged for initiating a stop payment through eBanking in accordance with the Bank's then current schedule of fees and charges applicable to the Account on which the check was drawn. Fees for initiating a stop payment are in addition to any monthly fee charged for eBanking. In addition, the following terms and conditions are applicable to stop payment requests submitted through eBanking:

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- a. If you want to place a stop payment on an ACH transaction, a draft, or a temporary check, you must call 281-894-3200 and speak with a customer service representative.
- b. Online removal of a stop payment request will only be accepted for stop payments for a single or a range of paper check items.

### **IV. Bill Pay**

**1. GENERALLY.** This Section IV governs Allegiance Bank's provision of and your use of the bill payment service ("Bill Pay"). Bill Pay allows you to instruct Bank to transfer funds, by electronic transfer (such as by Automatic Clearing House ("ACH")) to the Payee, or by physical check sent to the Payee.

You may use Allegiance Bank's Bill Pay to direct Allegiance Bank to make payments from your designated checking Account to the "Payees" you choose in accordance with this Agreement. You may also choose to have electronic bills sent from your designated Payees to your Bill Pay service. The terms and conditions of this Agreement are in addition to your Account agreement, disclosures and other agreements you have entered into with Bank from time to time and that govern your Account (the "Account Rules"). Please be advised that for any checks issued on your behalf through the Bill Pay service that are outstanding and uncleared as of ninety (90) days after issuance, Bank will impose a "stop payment" on such uncleared and outstanding checks, and funds previously debited from your account for payment of such outstanding and uncleared checks will be re-deposited back into your Account. You will then have to make a new Bill Pay check request in order to re-attempt issuance and payment of such Bill Pay check on which a "stop payment" order has been placed.

As used in this Agreement, "You" or "Your" means each person who is authorized to use Bill Pay. "Bank," "we," or "us" means Allegiance Bank and any agent, independent contractor, designee, or assignee that Allegiance Bank may, in its sole discretion, involve in the provision of Bill Pay. "Payee" means anyone, including Bank, you designate and Bank approves to receive payments submitted through Bill Pay.

**2. SECURITY PROCEDURES.** As part of Bill Pay, Bank employs various security and authentication technologies ("Security Procedures") to ensure that you are communicating directly with Bank, and also to ensure that your computer is communicating with a legitimate Bank computer. Such Bank authentication procedures and technologies include, but are not limited to, use of User IDs, passwords and other security credentials that Bank may require you to provide at Bank's sole discretion. Such security credentials are required as a component of Bill Pay authentication procedures that Bank may employ, including, but not limited to, security questions and responses and/or use of other hardware-based and software-based security and authentication tools, programs and procedures. You are responsible for establishing and maintaining procedures reasonably adapted to insure the confidentiality and security of Security Procedures. **YOU UNDERSTAND AND AGREE THAT YOU WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER ALL YOUR USER IDS AND PASSWORDS AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL YOU WOULD USE FOR CASH, OR A MECHANICAL CHECK-SIGNING MACHINE, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL IN THE CIRCUMSTANCES.** If you have reason to believe that any Security Procedure has or may have become known by unauthorized persons, you shall immediately notify the Bank by telephone and confirm such oral notification in writing to the Bank within twenty-four (24) hours of the oral notification. The Bank will replace the Security Procedures in accordance with the Bank's standard security requirements related to the applicable Service(s). To the maximum extent permitted by applicable law, you will be solely liable for all transactions, including funds transfer instructions and other communications, initiated before the Bank has received such notification and has had a reasonable opportunity to act on such notification. The Bank reserves the right to change any or all of the Security Procedures offered and/or used at any time by giving oral or written notice to you. You agree that your use of Bill Pay after the Bank provides notice of such changes constitutes your acceptance of the new Security Procedures. You acknowledge that the purpose of Security Procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. The Bank is not agreeing to any security or other procedure for the detection of errors. You represent that for Bill Pay, you consider the Security Procedures to be commercially reasonable with respect to the size, type, and frequency of funds transfers you anticipate issuing and the information which will be transmitted.

**3. HOW TO SET UP PAYEES/PAYMENTS.** You may add a new fixed payment to a Payee by accessing Bill Pay and entering the appropriate information. Most other additions, deletions, or changes can be made within Bill Pay. You are responsible for adding and deleting Payees, as well as changing any Payee information that needs to be



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updated or corrected. In addition, please be advised that Bank's third-party Bill Pay service provider may also change or update the Payee's information based on information the Bill Pay service provider receives from the Payee.

All bill payments must be payable in United States dollars to a Payee in the United States (including U.S. territories and Army Post Offices). Bank may (i) restrict categories of Payees to whom payments may be sent, and (ii) refuse to pay any Payee for any reason, in Bank's sole discretion.

Allegiance Bank is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

You understand and agree that Bank reserves the right to delete your list of Payees if you have not used Bill Pay for an extended period of time, as determined by Bank. If deleted, you must add a new Payee again to send a bill payment to that Payee through Bill Pay.

### **4. THE BILL PAYMENT PROCESS.**

Single Payments. A single payment will be processed on the Business Day that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by Allegiance Bank, is currently 3:00 p.m. Central Time. Allegiance Bank reserves the right to change the cut-off time upon notice to you in accordance with applicable law and Section II.4. of this Agreement.

A single 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 Day as the payment's process date, the payment will be processed on the first Business Day following the designated process date.

Recurring Payments. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-Business Day, it is adjusted based upon the following rules:

If the recurring payment's "Pay Before" option is selected, the process date for the new occurrence of the payment is adjusted to the first Business Day prior to the calculated process date.

If the recurring payment's "Pay After" option is selected, the process date for the new occurrence of the payment is adjusted to the first Business Day after the calculated process 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 process date, then the last business day of that month is used as the calculated process date.

Timely Submissions. The system will calculate the Deliver by Date of your payment. This is only an estimate. You must allow sufficient time for your payment to reach the Payee so that it may be processed prior to the due date, excluding any applicable grace period. Bank strongly recommends that you allow adequate time between the date a payment is scheduled to be sent and the due date. If you schedule your payment following all Bank instructions and requirements, including allowing adequate time between the date a Payment is scheduled to be sent and the due date, and so long as none of the scenarios or circumstances described in Section IV.7. occur, if the payment is not applied or credited by the Payee in a timely manner, Bank will reasonably work on your behalf to attempt to resolve the matter, and will pay for any late fees and finance charges that occur due to late credit or application of a payment due solely to Bank's error and not due to the error of the Payee.

Cancelling a Payment. A bill payment can be changed or cancelled, any time prior to the cutoff time on the scheduled process date. You must send us a secure message through eBanking to stop a payment that has been submitted and processed through Bill Pay.

**5. AVAILABLE FUNDS.** You agree to have available and collected funds on deposit in the Account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to the Bank. Allegiance Bank will, without liability to you, reject or reverse a bill payment if you do not have such available and collected funds on deposit or fail to comply any other term of this Agreement. If Bank rejects or reverses a bill payment for insufficient available and collected funds in your Account, the Bank will not re-try the bill payment,

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and Bank will provide an email notification to you that the bill payment was not processed. For a one-time, non-recurring bill payment that are rejected or reversed, you will need to create a new bill payment in order to send funds to the payee, provided you have available and collected funds on deposit in your Account. For recurring bill payments that are rejected or reversed, a bill payment that is rejected or reversed due to insufficient funds will not be re-sent, and you will have to take additional steps to ensure the payee receives that particular payment. Unless you revoke authorization for such recurring bill payments, the next bill payment will be sent to meet the following due date and will be paid providing you have available and collected funds in your Account. Bank is under no obligation to advance necessary funds from your overdraft protection Account to cover a bill payment in the event you do not have available and collected funds for such bill payment.

**6. SERVICE FEES.** There is currently no monthly fee to use Allegiance Bill Pay, although Bank reserves the right to begin assessing a monthly fee for Allegiance Bill Pay, upon proper notice to you as required by applicable law and Section II.4. of this Agreement. The following fees may apply in connection with your use of Bill Pay, but you will be informed of any such charges before they are incurred and you will be required to agree to any updates to this Agreement prior to continuing your expedited payment:

- Expedited Payments: \$19.95

No fee will be charged for any item needed to correct a Bank error.

You are responsible for any Internet service fees and/or telephone access fees you may be assessed by your Internet and/or telephone service provider.

When a payment you have scheduled is processed (see Section IV.4., "The Bill Payment Process"), funds sufficient to cover the payment are removed from your Account with Allegiance Bank for transmittal to the designated Payee. Once the funds are removed for processing, you will no longer earn, receive, or otherwise be entitled to any interest, dividends, or other return on, or compensation for, the funds removed.

Allegiance Bank reserves the right to charge you for research time involving payments no longer available in your screen history.

**7. LIABILITY.** In addition to the limitations of liability contained elsewhere in this Agreement, the following limitations shall apply to Bill Pay. You are solely responsible for controlling the safekeeping of and access to, your eBanking Company ID (business customers only), User ID and password. To the maximum extent permitted by applicable law, you are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify Allegiance Bank and arrange to change your eBanking password. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.

Bank is not liable for any of your losses or damages under the following conditions:

- If you did not properly follow the instructions for making a bill payment.
- If you fail to promptly notify Bank after you learn that you have not received credit from a "Payee" for a bill payment.
- If you do not have sufficient funds in your Account to make the bill payment on the date a payment is scheduled to be sent.
- If you do not allow adequate time between the date a bill payment is scheduled to be sent and the due date.
- For the failure of any Payee to correctly account for or credit the bill payment in a timely manner.
- For any bill payment you authorize that contains an error with regard to the identifying information of the payee, including the refusal of any such unintended payee to return any funds transferred as a result of such error.
- For changes to a third party's Account name or number or that identifying information if funds are being transferred to the Account of that third party, unless you have advised the Bank of the change sufficiently in advance.
- If Bank has placed a "hold" on any funds in your deposit Account(s) in accordance with Bank's rights under applicable laws or any other agreements between you and Bank.
- If a court order, such as a garnishment or other legal process, prevents Bank from taking a transfer

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- If Bank has a reasonable basis for believing that you know or should know that unauthorized use of your User ID, password, other Security Procedure, or Account(s) has occurred or may be occurring.
- If you default under this Agreement or any other agreement with Bank.
- If Bank or you terminate this Agreement.

For any other circumstances beyond the control of the Bank that prevented the bill payment, despite reasonable precautions that Bank has taken, including, but not limited to, circumstances such as telecommunications outages, power outages, equipment failures, postal strikes, delays caused by other financial institutions, fires, and floods.

THE FOREGOING SHALL CONSTITUTE THE BANK'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR BILL PAY.

### **V. Mobile Banking and Text Banking**

**1. GENERALLY.** This Section V governs your use of Mobile Banking and Text Banking, including the Allegiance Bank Mobile App (the "Mobile App") for either consumer or business customers. **BY ACCESSING OR USING MOBILE BANKING, TEXT BANKING AND/OR THE MOBILE APP, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ACCEPT IT IN FULL, AS IT MAY BE MODIFIED BY BANK FROM TIME-TO-TIME WITH UPDATES POSTED IN MOBILE BANKING.**

Text Banking permits you as a Bank customer to perform certain banking functions on your Account using only the SMS text message feature on your mobile device. For Text Banking, you understand that you will need a SMS text message enabled mobile device to use the SMS text message feature. You also understand that you do not need Internet access on your mobile device to use the SMS text messaging feature. For Text Banking, your mobile service provider's standard messaging rates apply to SMS text message correspondence. Allegiance Bank does not charge for any content; however, downloadable content may incur additional charges from your mobile service provider. Please contact your mobile service provider for information about your messaging plan. Your mobile service provider may impose message or charge limitations on your mobile account that are outside of our control. All charges are billed by and payable to your mobile service provider. If you have any questions, email customerservice@allegiancebank.com. You can also text the word "HELP" to 73955 to get additional information about the Text Banking. If you receive a message from us unexpectedly, or you desire to unsubscribe from Text Banking services, text the word "STOP" to 73955. We do not charge for help or info messages; however, your normal mobile service provider rates apply. The Bank's "out-of-band" text authentication services are subject to the terms of this Agreement and also the "eBanking Out-of-Band Authentication SMS Text Message Agreement."

Mobile Banking permits you as a Bank customer to perform a number of banking functions on your Account linked to Mobile Banking through the use of your mobile device (e.g., mobile smart phone, mobile tablet device, wearable, or other mobile device). This Agreement is by and between you and Bank, and we are solely responsible for the Mobile App and contents. Neither Apple, Inc. (for iOS) nor Google, Inc. (for Android) is responsible for the Mobile App or its contents. You understand and agree you are still subject to the terms and conditions of any agreement you have with any unaffiliated third-party service providers, including, but not limited to your mobile service provider (e.g., AT&T, Verizon, Sprint, T-Mobile, etc.) or any third-party provider of or marketplace for the Mobile App (e.g., Apple, Inc., or Google, Inc. (Android)), and this Agreement does not amend or supersede any of those separate third-party service provider agreements. You understand that such services may provide for fees, charges, limitations and restrictions which might impact your use of the Mobile App (e.g., data use charges, etc.), and you agree to be solely responsible for all such fees, charges, limitations and restrictions. You agree that only your mobile service provider is responsible for the performance and operation of its products and services, including your mobile device and the mobile service provider's own network. You agree to resolve any problems with your mobile service provider without involving Bank, Apple, Inc., or Google, Inc. (Android). You must comply with applicable third-party terms when using the Mobile App (e.g., you cannot be in violation of your wireless provider agreement when using the Mobile App).

When you use Mobile Banking or the Mobile App, or authorize others to use them on your behalf, you acknowledge and understand that you agree to this Agreement and the additional "eBanking Mobile Banking End User Terms" that are contained in Section XV of this Agreement, and that you cannot begin using Mobile Banking or the Mobile App until

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you have executed this Agreement and have agreed to such end user terms contained in this Agreement. In addition, you provide Bank with your express consent permitting us and any of our third party service providers to contact you as necessary to provide Mobile Banking, including sending text messages and push notifications to your mobile device using the current mobile phone number you have provided to Bank. Such activities may include, but are not limited to, (i) transactional purposes, including confirming Account activity; (ii) informational purposes; (iii) to provide Account alerts; (iv) to confirm mobile remote capture deposits; (v) to provide servicing information; (vi) fraud prevention purposes; and (vii) any other purposes provided for in this Agreement or in any other applicable Allegiance Bank agreements, including, but not limited to, Allegiance Bank's privacy policy. If you change your mobile phone number or cease to use the mobile phone number you have provided Bank, you agree to immediately notify Bank to ensure such communications are not interrupted or inadvertently delivered to another recipient who may be reassigned your prior mobile phone number.

**2. MOBILE BANKING.** Mobile Banking provides various services through your mobile device, including, but not limited to, check deposit via remote deposit capture (i.e., Mobile Deposits). Note, however, that enrollment in and use of Mobile Deposits requires execution of the Allegiance Bank Mobile Deposits disclosure found in the Mobile App. Bank reserves the right to add or remove various components of Mobile Banking in Bank's sole discretion. Some aspects of Mobile Banking may not be available for certain Accounts or customers. We also reserve the right to refuse to make any transaction you request through Mobile Banking.

Bank retains the right to either approve or deny your use of Mobile Banking, in Bank's sole and absolute discretion. If Bank approves you to use Mobile Banking, then by using Mobile Banking, you agree to the applicable provisions set forth in this Agreement, you agree to pay any fees that Bank may charge in conjunction with Mobile Banking (as set forth in Bank's current fee schedule), and you understand and agree to the meanings of the defined terms set forth in this Agreement and any related documentation governing your use of Mobile Banking.

**3. ACCOUNT OWNERSHIP/ ACCURATE INFORMATION.** You represent that you are the legal owner of the Accounts linked to Mobile Banking, and that all the information you provide to us in connection with Mobile Banking, including your e-mail and contact information, is accurate, current and complete, and that you have the right to provide such information to us for using Mobile Banking. You agree not to misrepresent your identity or your Account information. You will keep your Account information up to date and accurate. You are an authorized user of the mobile device you use to access Mobile Banking.

**4. USE OF EMAIL ADDRESS.** We may send messages relating to Mobile Banking to the e-mail address we have on file for you and notify you that responses to your payment inquiries or customer service inquiries are available, or as otherwise described in any applicable agreements governing Mobile Banking. If, for any reason your e-mail address changes or becomes disabled, please contact Bank immediately so that we can continue to provide you with automated messages.

**5. LOCATION-BASED INFORMATION.** If you use any location-based feature of Mobile Banking, you agree that your geographic location and other related personal information may be accessed and disclosed via the Mobile App. If you wish to revoke Mobile Banking's access to such geographic location information, you must cease using the location-based features of the Mobile App. In addition, Allegiance Bank also utilizes certain geo-location fraud prevention services. By entering into this Agreement, you understand and provide your express consent that Bank may use your unique mobile device ID, your device's location services, and any security tokens or cookies that Bank may place on such mobile devices, in order to monitor transaction location and activity for fraud prevention purposes.

**6. HARDWARE AND SOFTWARE.** To use Mobile Banking, you must obtain and maintain, at your expense, compatible hardware and software as specified by Allegiance Bank from time to time. You must obtain the Allegiance Bank Mobile App in the Apple (iOS) or Google (Android) app stores and install it on your mobile device in order to become approved and use Mobile Banking. You must comply with the mobile device hardware, software, and other requirements, as well as applicable Security Procedures, as set forth in this Agreement and in any related documentation or any supplemental information and/or instructions provided by Bank. Allegiance Bank is not responsible for any third-party software you may need to use Mobile Banking. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

Bank reserves the right as encryption technology develops to impose further reasonable requirements to maintain the appropriate level of security for Mobile Banking and transactions contemplated hereunder, and you agree to abide by



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such requirements. Furthermore, you understand and acknowledge that if you do not implement and follow your own commercially reasonable hardware, software, physical access and physical storage security procedures regarding any of the data owned by you, which includes such data containing your sensitive personally identifiable information ("PII") of any individual, the security of your Mobile Banking and Mobile App may be compromised. You understand, acknowledge and agree that installation, maintenance and operation of your mobile device, including both hardware and software, and related security procedures that you adopt and follow, including, but not limited to, data security protection, firewalls and anti-virus software, is your sole responsibility, and that you are solely responsible for securing, encrypting, protecting and otherwise safeguarding the data owned by you.

In addition to other limitations on Bank's liability contained elsewhere in this Agreement, you understand, acknowledge, and agree that Bank is not responsible for any loss or damages resulting from any errors or failures of your mobile device or data processing systems, including, but not limited to any mobile device virus or malware attack (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to the data owned by you, or any mobile device network problems that may be associated with your access and of Mobile Banking.

For avoidance of doubt, you understand, acknowledge and agree that all data provided by you to Bank (including, but not limited to, electronic images or Substitute Checks) retained on any processing equipment or processing software (including your mobile device used by you in conjunction with Mobile Banking), and all data produced, compiled or otherwise provided by Bank to you, in any form or format, is your sole and exclusive property and copies thereof shall be provided to you at your request from time to time and at any time. Once such data owned by you is delivered by Bank to you, retrieved by you from Bank, or otherwise created as a byproduct of a transaction between you and Bank and retained by you, such data owned by you is solely within your possession and control.

**7. USE OF MOBILE BANKING AND TEXT BANKING.** You agree that you will learn how to use Mobile Banking and Text Banking from the instructions contained within the Mobile App, and you agree that you will contact us if you have any questions about or problems with Mobile Banking, Text Banking or the Mobile App. If Mobile Banking, Text Banking or the Mobile App is modified, you are responsible for understanding how to use any modifications. You may not copy (other than a copy for personal or business use), modify, distribute, transmit, display, perform, reproduce, transfer, resell, lease, rent, distribute access to or republish any of the contents of Mobile Banking, Text Banking or the Mobile App without the prior written consent of Bank, which may be withheld in its sole discretion. Unless otherwise subject to the provisions of the Consumer Financial Protection Bureau's federal Regulation E for consumer customers, as further described in your Account agreement, Bank will not be liable to you for any losses caused by your failure to properly use Mobile Banking, Text Banking, the Mobile App, or your mobile device.

You agree not to use Mobile Banking, Text Banking or the Mobile App in any way that would: (a) infringe any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking or Text Banking to impersonate another person or entity; (c) violate any applicable law (law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising, anti-money laundering or bank secrecy); (d) be false, misleading or inaccurate; (e) 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; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt the computer networks connection to Mobile Banking, Text Banking or the Mobile App; (i) interfere with or disrupt the use of Mobile Banking, Text Banking or the Mobile App by any other user; or (j) gain unauthorized entry or access to Bank's computer systems or the computer systems of others.

You understand that Text Banking works with the Bank's Mobile Banking combined with your mobile device's text messaging capabilities. For help with Text Banking, text "HELP" to 73955. To cancel your Text Banking, text "STOP" to 73955 at any time. In case of questions, please contact customer service at CustomerService@AllegianceBank.com or call 281-894-3200.

The Text Banking services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Allegiance Bank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service ("SMS"). The Text Banking services are provided by Allegiance Bank and not by any other third party. You and Allegiance Bank are solely responsible for the content transmitted through the text messages sent to and from

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Allegiance Bank. You must provide the text messaging source phone number and your name in any text messages you send to us (e.g., mobile telephone number, "From" field in text message, etc.).

**8. SECURITY PROCEDURES.** Unless otherwise subject to the provisions of the Consumer Financial Protection Bureau's federal Regulation E for consumer customers, as further described in your depository agreement, you are responsible for all payments, transfers or other transactions you authorize using Mobile Banking, including the Mobile App. If you permit other persons to use your mobile device to access Mobile Banking, you are responsible for any transactions they authorize. If you access Mobile Banking on your mobile device, you understand that you will be required to enter your Company ID (business customers only), User ID and password. Mobile Banking may include your name and certain information about your Account, such as the last 4 digits of your Account number or specific Account transaction information. You understand and acknowledge that transmission of your masked Account number and specific information, including dollar amounts or individual payees and payors, does not constitute transmission of personal or private information, and you hereby authorize us to send such information via Mobile Banking to your mobile device. Use of our normal security procedures for maintaining confidentiality and security of information constitutes fulfillment of our obligations to exercise due care.

With regard to Mobile Banking, you agree to the security procedures ("Security Procedures") used by Bank in connection with Mobile Banking. Such Security Procedures offered by Bank are described herein and in related documentation applicable to Mobile Banking. As part of the Security Procedures, Bank may employ various authentication technologies, including, but not limited to, use of Company IDs (business customers only), User IDs, passwords and other "Additional Authentication Information" ("AAI") that Bank may require you to provide at Bank's sole discretion. Bank employs various security and authentication technologies to ensure you are communicating directly with Bank, and also to ensure your mobile device is communicating with a legitimate Bank computer. You are responsible for the establishment and maintenance of your internal procedures reasonably adapted to insure the confidentiality and security of Security Procedures. YOU UNDERSTAND AND AGREE THAT YOU WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER YOUR COMPANY ID (BUSINESS CUSTOMERS ONLY), USER ID AND PASSWORD PROVIDED BY BANK, AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL YOU WOULD USE FOR CASH, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL IN THE CIRCUMSTANCES.

If you have reason to believe that any Security Procedure has or may have become known by unauthorized persons, you shall immediately notify the Bank by telephone and confirm such oral notification in writing to Bank within twenty-four (24) hours of the oral notification. Bank will replace the Security Procedures in accordance with the Bank's standard security requirements related to Mobile Banking. To the maximum extent permitted by applicable law, you will be solely liable for all transactions initiated before the Bank has received such notification and has had a reasonable opportunity to act on such notification. Bank reserves the right to change any or all of the Security Procedures offered and/or used at any time by giving oral or written notice to you. You agree that your use of Mobile Banking after the Bank provides notice of such changes constitutes your acceptance of the new Security Procedures. You acknowledge that the purpose of Security Procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. Bank is not agreeing to any Security Procedures or other procedure for the detection of errors.

No Bank employee, nor any company affiliated with or a third-party service provider of Bank, will contact you via e-mail or phone requesting your Company ID (business customers only), User ID or password. If you are contacted by anyone requesting this information, DO NOT GIVE ANY OF YOUR INFORMATION OUT, and please contact us immediately to report the details of the incident.

Bank may choose to offer the option to log into the Mobile App using Touch ID. If offered, you can turn this feature on or off via the settings menu within the App. Fingerprints are stored on your device only, and neither Bank nor any of its affiliates ever see your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your Account on the Allegiance Bank Mobile App. We caution you against storing the fingerprints of others on your device. If you do, please make sure the individuals who have fingerprints stored on your device should be authorized to access the personal and payment information available through the Mobile App and contact us immediately if you believe that your mobile device has been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without authorization. Bank reserves the right to suspend or disable this feature at any time. For information on how Apple protects your fingerprint and Keychain data, please see Apple's Privacy Policy and iOS security guides.



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**9. MAINTENANCE AND SUPPORT.** Bank is solely responsible for providing any maintenance and support services with respect to Mobile Banking and the Mobile App, as specified in this Agreement and under applicable law. Bank and you acknowledge that neither Apple, Inc. (iOS) nor Google, Inc. (Android) has any obligation whatsoever to furnish any maintenance and support services with respect to Mobile Banking and the Mobile App.

**10. OWNERSHIP & LICENSE.** The license granted to you for Mobile Banking is a non-transferable license to use Mobile Banking on an iOS or Android Operating System product that you own or control and as permitted by the usage rules and terms of service governing the Apple, Inc. App Store or Google, Inc. Android, as applicable.

You agree that Bank and/or any of bank's third party technology providers retains all ownership and proprietary rights in Mobile Banking, the Mobile App, associated content, technology, and website(s). One or more of Bank's trademarks and/or service marks may also be included in Mobile Banking and the Mobile App. Your use of Mobile Banking and the Mobile App is subject to and conditioned upon your complete compliance with this Agreement. The posting of the contents of Mobile Banking and the Mobile App neither constitutes a waiver of any of Bank's or Bank's third party technology provider's proprietary rights nor any other party's proprietary rights, including but not limited to, copyrights, trademarks, service marks, patents, and other intellectual property, nor a transfer by implication, estoppel, or otherwise of any such rights or of any license to Mobile Banking user or to any third party. Contents of Mobile Banking and the Mobile App are protected by United States and international copyright laws, both as individual works and as a collection and by United States and international trademark laws. You agree not to delete any copyright, trademark or similar notice from any contents you obtain from Mobile Banking or the Mobile App.

Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use Mobile Banking. Without limiting the restriction of the foregoing, you may not use Mobile Banking (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Allegiance Bank's business interest, or (iii) to Allegiance Bank's actual or potential economic disadvantage in any aspect. You may use Mobile Banking 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 Mobile Banking.

The display of third-party trademarks within Mobile Banking and the Mobile App does not grant you a license of any kind. Any downloading of contents of Mobile Banking, the Mobile App, or any other service linked to Mobile Banking or the Mobile App may be a violation of federal trademark and copyright laws. Bank and you acknowledge and agree that, in the event of any third-party claim that Mobile Banking, the Mobile App, or your possession or use of Mobile Banking or the Mobile App infringes that third party's intellectual property rights, Bank and its third-party service providers are solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

If you download the Mobile App from Apple, Inc. via the Apple App Store, then in the event of any failure of the Mobile App to conform to the warranty as described in this Agreement, you may notify Apple, Inc., and Apple, Inc. will refund your purchase price for the Mobile App, if any. However, to the maximum extent allowed by applicable law, Apple, Inc. will have no other warranty obligation whatsoever with respect to the Mobile App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Bank and any of its third-party providers.

**11. LIMITATION OF LIABILITY.** In addition to limitations of liability contained elsewhere in this Agreement, Bank and you acknowledge and agree that Bank, and not Apple, Inc., or Google, Inc. (Android) is responsible for addressing any claims (a) by you or any third party relating to the Mobile App, or (b) relating to your possession and use of the Mobile App, including, but not limited to product liability claims or any claim that the Mobile App fails to conform to any applicable law, including applicable consumer protection laws.

**12. THIRD-PARTY BENEFICIARIES.** You agree that our third-party service providers may rely upon your agreement and representations, and that such service providers are intended third-party beneficiaries to this Agreement, with the power to enforce this Agreement against you. Bank and you acknowledge and agree that Apple, Inc., and all of its subsidiaries, and Google, Inc. (Android) and all of its subsidiaries, are third-party beneficiaries of this Agreement and that, upon your acceptance of this Agreement, either Apple, Inc., or Google, Inc., as applicable, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.

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**13. THIRD PARTY END USER LICENSE AGREEMENT AND TERMS FOR MOBILE BANKING SERVICE.** The Mobile Banking Service, including the Mobile App, is provided to you by Allegiance Bank and powered by a Third Party (the “Licensor”) mobile technology solution. This subsection V.13 contains required End User Terms (“Terms”) and is a legal agreement between you and the Licensor.

- a. *Ownership.* You acknowledge and agree that a third party provider or licensor to your financial services provider (“Licensor”) is the owner of all right, title and interest in and to the downloaded software to be used for access to Mobile Banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the “Software”).
- b. *License.* Subject to these Terms, you are hereby granted a limited, nonexclusive license to use the Software in accordance with these Terms. All rights not expressly granted to you by these Terms are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. These Terms may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
- c. *Restrictions.* You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
- d. *Disclaimer of Warranty.* THE SOFTWARE 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 SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
- e. *Limitations of Warranty.* TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.
- f. *U.S. Government Restricted Rights.* The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
- g. *Miscellaneous.* These Terms constitute the entire agreement between the parties concerning the subject matter hereof. These Terms will be governed by and construed in accordance with the laws of the state of Florida excluding that body of laws pertaining to conflict of laws. If any provision of these Terms 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 these Terms are subject to the exclusive jurisdiction of the courts of Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that these Terms and all related documentation is and will be in the

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English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

- h. Content and Services.** Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

### **VI. Alert Service**

**1. DESCRIPTION OF THE ALERT SERVICE.** The Bank provides you the opportunity to request and receive certain notifications (“Alert(s)”) about your Account(s) via e-mail message(s) and/or text enabled cell phones or pagers (“Alert Service”). Each Alert will be effective after you enroll in the Alert Service and select your desired Alerts, rule parameters, and delivery channels, as more particularly set forth in the Alert Service. Notwithstanding the foregoing, the Bank, in its sole discretion, may determine that certain Alerts are mandatory (“Mandatory Alerts”) and may be sent to a user, regardless of a user’s election to receive that Alert. By entering into this Agreement and providing Allegiance Bank with your valid mobile number or valid email address that Allegiance Bank keeps on record for you, you understand and provide express consent for Bank or Bank’s third party service providers will send such Mandatory Alert messages to either your current mobile phone number (via text message) or current email address as part of such Mandatory Alerts and related fraud prevention services.

**2. REGISTRATION FOR ALERT SERVICE.** You must be enrolled in eBanking to use the Alert Service. Each user must enroll in the Alert Service separately.

**3. SECURITY AND DELIVERY TIMING.** You agree that each Alert may not be encrypted and may include your personal information and information pertaining to your Account(s). Receipt of each Alert may be delayed or prevented by factor(s) affecting your online service provider(s), phone operator(s), and other third-party service providers. We neither guarantee the delivery nor the accuracy of the contents of any Alert. The Bank will not be liable for losses or damages arising from: (i) non-delivery, delayed delivery, or incorrect delivery of any Alert; (ii) inaccurate content in an Alert; or (iii) your use or reliance on the contents of any Alert for any purposes. The Bank reserves the right to deny any request from you for any Alert at any time. The information in any Alert may be subject to certain time lags and/or delays. Except as to any Mandatory Alerts, you have sole responsibility for managing the types and timing of your Alerts and the Alerts may be stopped or suspended by you at anytime.

**4. TERMINATION OF ALERT SERVICE.** Either you or the Bank may terminate your use of the Alert Service at any time without notice.

### **VII. Mobile Deposit**

**1. GENERALLY.** Bank offers their business and consumer customers an optional feature, the ability to make mobile deposits using Mobile Banking. Subject to the terms and conditions herein, Bank may choose to offer, “Mobile Deposits,” the mobile deposit service to be used by a Bank customer in accordance and in compliance with the Check Clearing for the 21st Century Act (“Check 21 Act”). Mobile Deposits enable you to create and submit electronic check images (also known as Image Replacement Documents (“IRDs”)) to Bank, for deposit to your consumer or business deposit Account(s), as applicable, in lieu of the Original Checks (as defined herein) from which such Mobile Deposit check images were obtained. The dollar amount limits and daily number of transaction limits for Mobile Deposit shall be determined by the Bank in its sole discretion. Items exceeding Customer’s daily limits must be delivered to Bank for processing or held until the next Business Day.

For all customers, if you have more than one Account that uses Mobile Deposits, your daily and monthly limits will be based on the Account type with the highest limit on your eBanking Account profile. If you would like to request a different Mobile Deposits limit, please contact Bank at 281-894-3200.

For the purposes of this section and other provisions relating to Mobile Deposits, any capitalized term not otherwise defined herein has the definition ascribed to it under the Check 21 Act. If you have met, in our sole discretion, the conditions we have established for use of Mobile Deposits to make deposits via electronic images, we will provide for



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acceptance for deposit to your Account(s) the electronic images of Original Checks for collection as allowed under this Agreement and the Documentation.

In the event of any unforeseen issues or failure of this product for Mobile Deposits, your deposits can be made in person at any Bank branch.

By depositing electronic images with the Bank via Mobile Deposits, you give us the same warranties and indemnities that we, as a reconverting Bank, would give under applicable law or regulation. You understand and acknowledge that all of the warranties deemed given by a depositor of a check to a Bank under the Uniform Commercial Code ("UCC"), as applicable from time to time in the State of Illinois, shall also apply to any electronic image of an Original Check the same as if such electronic image or Substitute Check were a paper check within the meaning of the UCC as adopted by the State of Illinois ("Illinois UCC"). Accordingly, except to the extent that any warranties deemed given under the Illinois UCC are expressly superseded by the Check 21 Act or the Check 21 regulations, you understand that you are deemed to give us all the same warranties you would have given under the Texas UCC for the deposit of an Original Check by transferring to us: (a) Any Substitute Check; (b) an IRD or other item purporting to be a Substitute Check; or (c) any electronic image that purports to contain a Sufficient Copy of an Original Check or a Substitute Check.

Such warranties also include the following two (2) specific warranties regarding transfer and presentment:

- You warrant that the electronic image we convert to a Substitute Check meets the requirements described in the Check 21 Regulation (found at 12 CFR §229.51(a)(1) – (2) and as amended from time to time) for legal equivalence.
- And your warranty given above is deemed given to us and any other person, company or Bank to which we transfer, present or return any of the Images included in such electronic file as a Sufficient Image Copy or that purports to be a Sufficient Image Copy created by Bank or any subsequent Bank receiving a copy of such image.

You represent that you shall permit no third parties to use Mobile Deposits to deposit Original Checks to your Account. With respect to each and every Mobile Deposits transaction initiated by you, you represent and warrant to Bank and agree that you shall perform your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by the Office of Foreign Assets Control ("OFAC") and the Bank Secrecy Act.

## **2. PROHIBITED TRANSACTIONS; PROCEDURES; RETENTION OF ORIGINAL CHECKS.**

Prohibited Transactions. Customer agrees not to use Mobile Deposits to deposit or otherwise process: (i) non-cash items payable in a medium other than United States Dollars; (ii) items drawn on foreign banks or payable in currencies other than U.S. money; (iii) items without preprinted magnetic ink routing numbers; (iv) items for which Customer is not a holder in due course; (v) Substitute Checks, except those which have been returned to Customer for any reason; (vi) items payable to any person or entity other than Customer (i.e., no third-party deposits); (vii) items containing apparent alterations to any of the information on the front of the check or item, 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; (viii) items dated more than six months prior to the date of deposit; (ix) items prohibited by Bank's current procedures relating to the Services or which are not acceptable under the Agreement; (x) Original Checks or other items previously converted to a Substitute Check; (xi) checks or items that are Remotely Created Checks (as defined in Reg. CC); (xii) checks or items prohibited by Bank's current Mobile Deposit Notice; or (xiii) checks or items which are otherwise not acceptable under the terms of your Account(s).

Processing of Mobile Deposits. Customer shall submit check images to Bank in such format, and with such associated check information, as Bank may require periodically, utilizing Accredited Standards Committee X9's Specifications for Electronic Exchange of Check and Image Data (DSTU X9.37-2003) and in conformance with the requirements of Bank's Mobile Application. Bank reserves the right to reject any single check image or group of check images for any reason, before or after it/they appear on Bank's system.

All checks submitted through Mobile Deposits must be properly endorsed by the Customer adding the following statement below the signature: "For mobile deposit only at Allegiance Bank". Although some checks have a preprinted



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box to indicate mobile deposit, checking this box does not complete the Bank's mobile deposit endorsement requirement. Below is a proper endorsement example:

[Payee Endorsement]

For Mobile Deposit Only At Allegiance Bank

Items transmitted without being properly endorsed are subject to rejection by Bank. Customer agrees to inspect and verify the quality of the check images, ensuring that the check images of the front and back of the original check are legible before capturing the image via Mobile Deposits. Specifically, Customer warrants the following: (i) the check image is an accurate representation of the information contained in the original check, and the check image includes all endorsements from the original check; (ii) each check image contains a record of all MICR line information required for a substitute check, and the check image satisfies all of the requirements of the Check 21 Act and Regulation CC; (iii) the original check, a duplicate check image, or any copy of the original check or check image will not be deposited by Customer with Bank; and (iv) the original check, a duplicate check image, or any copy of the original check or check image will not be presented, transferred or returned such that Bank or any other person will be asked to make a payment based on a check or check image that has already been paid. Bank has no responsibility or liability for any fees incurred due to the rejection of transmitted items for missing/incomplete endorsements. Unless the Bank notifies Customer otherwise, Bank provides next-day credit to the applicable Account for all items transmitted by Customer and received by the Bank within the timelines established by the Bank.

Electronic images shall be deemed received by us for deposit based upon time of receipt as well as successful receipt of electronic images that are complete, usable, and adhere to the standards discussed above. If any electronic image is not complete, is not usable, or does not adhere to the Standards, the electronic image may not be processed by us, in which event your deposit will be adjusted and notification provided. You understand we will process only your electronic images that comply with the standards discussed above and are Sufficient Image Copies, and we will use commercially reasonable efforts to present these Sufficient Image Copies for collection under the Check 21 framework. The daily cut-off time for deposits made using Mobile Deposits is 5:00 p.m. CST. Such daily cut-off times may be adjusted by Bank in its sole discretion from time to time upon notice to you. If the deposits are not received by the end-of-day cutoff time, Bank will not guarantee that deposits will be processed that day. Bank may accept these deposits and they will be processed on Bank's next Business Day. Bank shall give provisional credit for deposits subject to revocation of credit for deposits as provided in Regulation CC and the Uniform Commercial Code. The availability of funds for deposits via Mobile Deposits is set forth in this Agreement.

Should a Drawee Financial Institution return an item to us unpaid, we will charge your respective Account for such returned item and may either (i) return the item to you, or (ii) re-present it to the Drawee Financial Institution before returning it to you. Items may be returned as Image Exchange Items, rather than Substitute Checks. Should a Drawee Financial Institution or other third party make a claim against us or seek re-credit with respect to any electronic image, we may provisionally freeze or hold aside a like amount in your Account pending investigation and resolution of the claim.

Bank may reject any entry which does not comply with the requirements set forth herein. Bank may reject any entry if Customer has failed to comply with its Account balance obligations. Bank may reject any deposit from Customer that does not adhere to the Security Procedures. Bank shall notify Customer by phone or electronic transmission, including email or fax, of such rejection typically no later than the Business Day such deposit would otherwise have been transmitted by Bank to the Federal Reserve. Notices of rejection shall be effective when given. Bank shall have no liability to Customer by reason of the rejection of any such deposit or the fact that such notice is not given at an earlier time than that provided for herein.

Customer shall have no right to cancel or amend any deposit after its receipt by Bank. However, if such request complies with the security procedures, Bank shall use reasonable efforts to act on a request by Customer for cancellation of a deposit prior to transmitting it to the Federal Reserve, but shall have no liability if such cancellation is not implemented. Customer shall reimburse Bank for any expenses, losses, or damages Bank may incur in implementing or attempting to implement Customer's request for the reversal of a deposit.

You understand and acknowledge that we are relying on the truth and veracity of all electronic images submitted for deposit via Mobile Deposits by you to us, and you warrant that such electronic images accurately reflect Original Checks that are, or at the time of the creation of the Substitute Checks, were, in your possession. You also understand that issues regarding returned item collection, returned deposit, and other issues regarding deposit of items not specifically addressed in this Agreement shall be governed by the terms and conditions of the Account Agreement.

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Retention and Security of Original Checks. Customer shall retain physical checks that represent the deposit for no longer than fourteen (14) days following the date of their transmittal to Bank and agrees to make the originals available to Bank within seventy-two (72) hours of Bank's request for fraud control purposes. Such checks must be securely stored, to prevent unauthorized access to the items until they are destroyed (locked cabinet, etc.). You understand that in all cases you are solely responsible for safeguarding all items you retain, during the reasonable period of time described above, from destruction, alteration or theft. Items are to be securely destroyed in a commercially reasonable manner that renders them unusable or otherwise unreadable (shredding) on the fourteenth (14th) day following the date of the deposit.

### **3. FUNDS AVAILABILITY REGARDING MOBILE DEPOSITS.**

Your Ability to Withdraw Funds. These provisions apply only to demand deposit checking Accounts where deposits are made via Mobile Deposits. You agree that electronic images submitted via Mobile Deposits from your mobile device are not subject to the funds availability requirements of the Federal Reserve Board's Regulation CC. Our policy is to generally make funds from your Mobile Deposits available to you on the first Business Day after the day we receive your deposit. Funds that are deposited using Mobile Deposits will not be deemed "received" by us until we have received an electronic image that meets all of the requirements for deposits (including all requirements to create a Substitute Check) stated in this Agreement and in any Documentation. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay items and transactions drawn on your Account. If you make a deposit via Mobile Deposits by the cut-off time of 5:00 p.m. CST on a day that is not a Business Day, we will consider such deposit made on the next Business Day we are open.

Longer Delays May Apply. In some cases, we will not make all of the funds that you deposit via Mobile Deposits available to you on the first Business Day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second Business Day after the day of your deposit. Funds shall be made available in accordance with your Funds Availability Disclosure provided with your Account Agreement. If we are not going to make all of the funds from your deposit available on the first Business Day, we will generally notify you at the time you make your deposit. We will also attempt to tell you when the funds will be available. If you will need the funds from a deposit via Mobile Deposits, you should contact us to inquire when the funds will be available.

In addition, funds you deposit via Mobile Deposits may be delayed for a longer period for a variety of additional reasons as determined in Bank's sole discretion, including, but not limited to:

- We believe a check you deposit will not be paid
- We believe a check you deposit is a duplicate image
- You deposit checks totaling more than any applicable per item limit, daily dollar amount limit, monthly item limit or any other limitations on your Services that Bank may impose
- You redeposit a check that has been returned unpaid
- You have overdrawn your Account repeatedly in the last six months
- There is an emergency, such as failure of computer or communications equipment
- We exercise our rights to investigate any unusual or suspicious Mobile Deposit items as determined in Bank's sole discretion

**4. CUSTOMER REPRESENTATIONS AND AGREEMENTS; INDEMNITY.** With respect to each and every deposit initiated by Customer, Customer represents and warrants to Bank and agrees that to the best of Customer's knowledge (a) each deposit is made payable to the Customer, (b) any necessary authorization is operative at the time of transmittal or crediting/debiting by Bank as provided herein, and (c) Customer shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC. In addition to other indemnification under this Agreement, Customer also shall indemnify Bank against any loss, liability, or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

Limitation on Liability. In addition to the provisions contained in the Agreement, liability shall not exceed the sum of the amount of any loss suffered by the Customer as a result of a breach of warranties under Regulation CC (12 CFR Part 229) up to the amount of any substitute check, interest and expenses (including cost and reasonable attorney fees and other expenses of presentation) related to the substitute check reduced by any amount the Customer receives and retains as a re-credit. Furthermore, such liability shall be further reduced by the amount of any damages incurred as a



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result of the negligence or bad faith of the Customer. Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission of communication facilities, equipment failure, war, emergency conditions, or other circumstances beyond Bank's control.

In addition, Bank shall be excused from failing to transmit or delay in transmitting a deposit if such transmittal would result in Bank having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In such event, Customer shall be responsible for having a contingency plan in place including temporarily depositing original, paper items at any branch facility of Bank.

Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Dallas for the period involved. At Bank's option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Customer or any other person described in the foregoing Agreement.

**5. CUSTOMER RESPONSIBILITIES.** Customer will maintain at least one or more Account(s) at Bank eligible for the transactions conducted via the Services, including receiving Mobile Deposits. With regard to Mobile Deposits, Customer will inspect and verify the quality of electronic images, ensuring that the electronic images of the front and back of the Original Checks are legible for all posting and clearing purposes by Bank. The Customer's applicable Account will be charged for any deposited check that is later returned to Bank owing to an actual or alleged breach of any warranty made in this Agreement. Customer will assist in the installation and implementation of any changes and upgrades to Mobile Deposits as required by Bank to ensure compliance with regulatory changes and developments, or to protect the integrity and security of such Services. Customer will use Mobile Deposits to enter, process, and transmit Original Checks in accordance with procedures and transmission deadlines outlined in this Agreement. Customer will verify Bank's receipt of its Mobile Deposits by reviewing deposits that have been posted to the designated Accounts, in addition to cooperating with Bank in any investigation and resolving any unsuccessful or lost transmissions. Customer will comply with all Security Procedures outlined in this Agreement and any Documentation and agrees not to bypass, override or disable any security mechanisms in the processing software or processing equipment. Customer will cooperate with Bank in providing information and access to Customer records in the event of lost, mistaken, incomplete, or unusable electronic images, or in the event of claims of fraud, alteration, counterfeit or otherwise. Customer may not perform Mobile Deposits for any third party unless Customer is a business Customer and such activity is separately approved in writing by the Bank, and any unapproved attempt to do so shall automatically terminate this Agreement, except for any provisions of this Agreement that are expressly to survive such termination.

## **VIII. Person-To-Person (PeoplePay) and Personal eBanking External Transfers**

**1. GENERALLY.** The Bank offers two types of external transfer services, the person-to-person PeoplePay Service, and the Bank's "External Transfer" Service. The PeoplePay Service allows you to make transfers immediately to other parties based upon the instructions the Bank receives from you through the PeoplePay Service. The PeoplePay Service is further governed by the terms in the separate PeoplePay disclosure you must agree to in order to use the PeoplePay Service.

The Bank's External Transfer Service allows you to transfer funds between your linked personal deposit Account(s) at Allegiance Bank and certain deposit Accounts at other financial institutions. An inbound transfer moves funds into an Account at Allegiance Bank. An outbound transfer moves funds from an Account at Allegiance Bank to an account outside of Allegiance Bank. You will need to enroll each of your non-Allegiance Bank accounts that you wish to use for this External Transfer Service. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds.

Both PeoplePay transfers and External transfers that are processed via ACH transaction will be classified with the "WEB" SEC transaction code.

All person-to-person and external transfers through either the PeoplePay Service or the Bank's External Transfer Service must be made payable in United States Dollars to a Payee in the United States (including U.S. territories) and must not be sent to any Payee outside the United States.

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2. **SECURITY.** All accounts requested to be used as part of this External Transfer Service will be verified in accordance with Allegiance Bank procedures. The verification process must be completed by you prior to using the Service. You will have 5 days after enrolling an account to complete the verification process. Verification instructions are displayed to you during the enrollment process.

3. **THE EXTERNAL TRANSFER PROCESS.** Funds requested to be transferred through the External Transfer Service will be debited/credited from/to your Allegiance Bank Account the business day following the day you initiate the transfer, provided you have met the Bank's cutoff time for submitting bank-to-bank transfers. In the case of a future dated or recurring transfer, these time limits will be the business day following the scheduled date of the transfer. The cutoff time for initiating external transfers is 8:00 pm CST. Funds requested to be transferred will be debited/credited to the non-Allegiance Bank account according to the receiving bank's availability and transaction processing schedule. Request for immediate transfers of funds cannot be cancelled. Future dated and recurring transfers can be canceled by 2:00 CST the day prior to the scheduled transfer date. If the transfer status is "In Process," "Pending," or "Processed," you cannot cancel the transfer.

4. **FEES.** There currently are no fees for the External Transfer Service. Fees are subject to change. Transfers are subject to the limits set by us.

### **IX. Business eBanking External Transfers**

1. **GENERALLY.** The Bank's Business eBanking External Transfer Service allows you to transfer funds between your linked deposit Account(s) at Allegiance Bank and certain deposit Accounts at other financial institutions.

Business eBanking External Transfers are processed via ACH transaction and will be classified with the "CCD" SEC transaction code.

All external transfers through the Bank's Business eBanking External Transfer Service must be made payable in United States Dollars to a Payee in the United States (including U.S. territories) and must not be sent to any Payee outside the United States.

2. **SECURITY.** All accounts requested to be used as part of this External Transfer Service will be verified in accordance with Allegiance Bank procedures.

3. **THE EXTERNAL TRANSFER PROCESS.** Funds requested to be transferred through the Business eBanking External Transfer Service will be debited/credited from/to your Allegiance Bank Account the business day following the day you initiate the transfer, provided you have met the Bank's cutoff time for submitting bank-to-bank transfers. In the case of a future dated or recurring transfer, these time limits will be the business day following the scheduled date of the transfer. The cutoff time for initiating external transfers is 4:00 pm CST. Funds requested to be transferred will be debited/credited to the non-Allegiance Bank account according to the receiving bank's availability and transaction processing schedule. Request for immediate transfers of funds cannot be cancelled. Future dated and recurring transfers can be canceled by 8:00 pm CST the day prior to the scheduled transfer date. If the transfer status is "In Process," "Pending," or "Processed," you cannot cancel the transfer.

### **X. Electronic Fund Transfer Provisions For Consumer Accounts**

1. **APPLICABILITY.** The provisions in this Section X apply only to electronic fund transfers that debit or credit a consumers checking, savings or other asset Account and are subject to Regulation E (an EFT). The Bank may, when applicable, rely on any exceptions to the provisions in this Section X that are contained in Regulation E. All terms used in this Section X that are not otherwise defined in this Agreement which are defined in Regulation E will have the meaning ascribed to them in Regulation E.

2. **YOUR LIABILITY.** Tell us AT ONCE if you believe your password has been lost or stolen OR if you believe an unauthorized EFT or a series of related unauthorized EFTs has occurred. Telephoning is the best way of keeping your possible losses down. Your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:



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- a. If you notify us within two (2) business days after: (a) learning of the loss or theft of your password; or (b) learning of an unauthorized EFT or series of related unauthorized EFTs, then your liability will not exceed \$50.
- b. If you DO NOT notify us within two (2) business days after learning of the loss or theft of your password or learning of an unauthorized EFT or series of related unauthorized EFTs, and we can prove we could have stopped someone from using your password or processing the EFT(s) without your permission if you had told us, you could lose as much as \$500.
- c. You must report an unauthorized EFT that appears on a periodic statement within sixty (60) days after the statement was mailed to you. If you fail to do so, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from making unauthorized EFT transfers if you had told us in time. You may, as applicable, also be liable for the amounts described in the immediately preceding subsections (a) or (b).
- d. If a good reason (such as a long trip or hospital stay) exists, we will extend the times specified in the immediately preceding subsections (a), (b) or (c) above to a reasonable period.
- e. You may notify us in person, by telephone, through the Online Banking secure message system or in writing.

**3. TELEPHONE NUMBER AND ADDRESSES.** The telephone number and address of the person or office to be notified when you believe that an unauthorized EFT has been or may be made are:

Allegiance Bank Customer Service at 281-894-3200  
Allegiance Bank  
PO Box 41314 Houston, TX 77241-1314

- You can send a secure message to Allegiance Bank Customer Service through eBanking after logging on with your Company ID (business customers only), User ID and password to a secure session.
- For questions or errors about transfers you should use the eBanking secure message system.

## **XI. Fees; Authorization to Charge Accounts**

**1. eBANKING.** Fees separately disclosed to you in connection with an Account or the Services apply when using eBanking. You should also note that in connection with your use of the Services you may be charged for: (i) Insufficient funds fee, and overdraft, returned item or similar fees if you schedule Payments or transfers and your available Account balance is insufficient to process the Payment or transfer on the Send on Date or because the Account is closed; (ii) Internet or telephone service provider fees; (iii) your purchase of programs, products, or services that may be used in connection with eBanking; (iv) regular Account fees and Account service charges (please consult the agreements governing your deposit Accounts for a summary of these fees); and (v) additional charges that may be incurred for individual products, such as stop payments or research requests.

**2. DEBITING YOUR ACCOUNTS.** You authorize the Bank to charge your Account(s) for any transactions accomplished through the use of eBanking, including, without limitation, the amount of any transfer or Payment that you request. You authorize us to initiate any reversing entry or reversing file, and to debit your Accounts maintained at the Bank, or accounts maintained elsewhere, in order to correct any mistaken credit entry. Your obligation to the Bank to pay the amount of the Payment or transfer is not excused in such circumstances. **IF YOU DO NOT HAVE SUFFICIENT FUNDS IN YOUR ACCOUNT(S) ON THE DATE A FEE OR CHARGE IS PAYABLE, YOU AUTHORIZE THE BANK TO AUTOMATICALLY DEDUCT THE PAYMENT FROM YOUR ACCOUNT(S) AS SOON AS FUNDS ARE AVAILABLE.**

**3. MISCELLANEOUS FEES AND CHARGES.** The fees that have been separately disclosed to you in connection with your Account(s) will continue to apply to those Account(s) and to eBanking. The price of check reorders varies depending on the type of Account and checks ordered. All charges will be automatically deducted from one or more of your Accounts and will appear on your Account statement.

## **XII. Privacy**

The Bank is committed to protecting your privacy. Your personal information will be used only for the purposes of operating eBanking and the Bank's internal purposes (e.g., aggregate demographic analysis, internal marketing studies, and statistical analysis). Information obtained by the Bank solely through the eBanking will not be disclosed

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to any third-party except as permitted or required by applicable law. All information gathered from you in connection with using eBanking will be governed by the provisions of the Allegiance Bank Privacy Notice, including the privacy statement regarding our Website, all of which are incorporated herein by reference, and which may be accessed by visiting our Website, and the receipt of which you acknowledge as part of your agreement to the terms and conditions of this Agreement.

### **XIII. Liability; Indemnification; No Warranties**

**1. OUR LIABILITY.** Our liability to you is explained in any agreements, notices, and disclosures that we separately provide to you from time to time regarding your Accounts and your use of eBanking. This Section XIII explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices, or disclosures. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE PROVIDED FOR HEREIN, BANK AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS, AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS, AND AGENTS, SHALL NOT BE LIABLE TO YOU OR TO ANY OTHERS FOR FAILING TO PROVIDE YOU ACCESS TO YOUR ACCOUNTS OR ONLINE BANKING OR FOR FAILURE TO COMPLETE A TRANSFER. BANK WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, FILES, PROFIT, OR GOODWILL, OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES), WHETHER CAUSED BY THE EQUIPMENT AND/OR ONLINE BANKING, NOR WILL BANK BE RESPONSIBLE FOR ANY DIRECT OR INDIRECT, SPECIAL INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES, ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF YOUR EQUIPMENT. ONLINE BANKING IS PROVIDED “AS IS.” FURTHERMORE, UNLESS OTHERWISE REQUIRED BY LAW, WE WILL ONLY BE RESPONSIBLE FOR PERFORMING EBANKING AS EXPRESSLY STATED IN THIS AGREEMENT, AND WILL ONLY BE LIABLE FOR MATERIAL LOSSES INCURRED BY YOU TO THE EXTENT SUCH LOSSES DIRECTLY AND SOLELY RESULT FROM OUR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT IN PERFORMING ONLINE BANKING. EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY LAW, THE AGGREGATE LIABILITY OF THE BANK AND OUR THIRD-PARTY SERVICE PROVIDERS TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED ONE THOUSAND (\$1,000.00) DOLLARS.**

**2. INDEMNIFICATION.** EXCEPT WHERE THE LAW SPECIFICALLY REQUIRES A DIFFERENT STANDARD, YOU EXPRESSLY AGREE TO HOLD HARMLESS AND INDEMNIFY THE BANK, ITS DIRECTORS, SHAREHOLDERS, LICENSORS, THIRD-PARTY SERVICE PROVIDERS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, CONTROLLING PERSONS, AND REPRESENTATIVES AND THEIR SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, COSTS, EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS FEES AND COSTS), LOSSES OR DAMAGES (COLLECTIVELY, “LOSSES”) OF ANY NATURE WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (i) ANY REQUEST INITIATED PURSUANT TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER; (ii) ANY ACTIONS OR FAILURE TO ACT OF THIRD PARTIES; (iii) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT; (iv) ANY MATTERS RELATED TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY ELECTION MADE BY THE BANK TO ACT OR REFRAIN FROM ACTING UPON A REQUEST WHEN THE BANK IS UNABLE TO OBTAIN PROPER AUTHENTICATION OR YOUR SUBMISSION OF AN INACCURATE, ERRONEOUS OR INCOMPLETE REQUEST; (v) AN ACCOUNT OR YOUR USE OF ONLINE BANKING; (vi) A THIRD-PARTY CLAIM, ACTION, OR ALLEGATION OF INFRINGEMENT, MISUSE OR MISAPPROPRIATION BASED ON INFORMATION, DATA, FILES, OR OTHER MATERIALS SUBMITTED BY YOU TO US; (vii) ANY THIRD-PARTY CLAIM, ACTION, OR ALLEGATION BROUGHT AGAINST THE BANK ARISING OUT OF OR RELATING TO A DISPUTE WITH YOU OVER THE TERMS AND CONDITIONS OF AN AGREEMENT, PURCHASE OR SALE OF ANY GOODS OR FEATURES; (viii) YOUR VIOLATION OF ANY LAW OR RIGHTS OF A THIRD-PARTY; AND (ix) USE OF YOUR ACCOUNT BY ANY THIRD-PARTY, EXCEPT FOR LOSSES CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BANK.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition applicable to the relevant Service or Account;
- we have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;

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- would result in us exceeding any limitation of our intra-day net funds position established pursuant to present or future Federal Reserve guidelines;
- would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority;
- is not in accordance with any other requirement of our applicable policies procedures or practices; or
- we have reasonable cause not to honor for our or your protection.

**3. THIRD PARTIES.** Except as specifically provided in this Agreement or where applicable law specifically requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet browser provider such as, but not limited to, Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an Internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to eBanking.

**4. NO WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF EBANKING IS AT YOUR SOLE RISK AND THAT EBANKING AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE WEBSITE OR MOBILE APP, ARE PROVIDED ON AN “AS IS” “WHERE-IS” AND “WHERE AVAILABLE” BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT, UNLESS OTHERWISE STATED ON THE WEBSITE, IN THE MOBILE APP, OR IN ANY APPLICABLE AGREEMENT, WE MAKE NO WARRANTY THAT (I) EBANKING WILL MEET YOUR REQUIREMENTS; (II) EBANKING WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (III) EBANKING WILL PROVIDE ACCURATE OR RELIABLE RESULTS; OR (IV) ANY ERRORS IN EBANKING WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO EBANKING AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE WEBSITE OR MOBILE APP. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.**

**5. INTERNATIONAL USE.** The Bank does not make any representation that any content or use of eBanking is appropriate or available for use in locations outside of the continental United States, Alaska or Hawaii, and Customer agrees not to access eBanking from territories where its content or use is illegal or as otherwise prohibited by the Bank in this Agreement.

## **XIV. ARBITRATION**

You and Bank further agree as follows:

- a. All disputes, controversies and claims that may arise among the parties (including their parent, subsidiary and affiliated companies, and their respective agents and employees) including, without limitation, any dispute, controversy or claim of any nature arising out of or relating to this Agreement or any other agreement between the parties, in whole or in part, or the breach, termination or invalidity thereof, whether entered into or arising prior, on or subsequent to the date hereof, and whether arising in contract, tort or statutory law or otherwise, shall be submitted to, and determined by, binding arbitration. Such arbitration shall be governed by the Federal Arbitration Act (the “FAA”) [and where not inconsistent with the FAA, Chapter 172 of the Texas Civil Practice and Remedies Code) and shall be conducted before a single arbitrator pursuant to the American Arbitration Association (“AAA”) Rules then in effect, except to the extent such rules are inconsistent with this paragraph. Exclusive venue for such arbitration shall be in Houston, Harris County, Texas. The arbitrator shall decide any question of arbitrability. The arbitrator shall apply the laws of the State of Texas (without giving effect to its conflict of laws rules) in determining the substance of the dispute, controversy or claim and shall decide the same in accordance with applicable usages and terms of trade. Evidentiary questions shall be governed by the Federal Rules of Evidence. The arbitrator’s award shall be in writing and shall set forth the findings and conclusions upon which the arbitrator based the award. The arbitrator shall be chosen by Bank and shall have the following qualifications: commercial litigation with experience in contractual disputes

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within the financial industry. The prevailing party in any such arbitration shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in connection with the arbitration. Any award pursuant to such arbitration shall be final and binding upon the parties, and judgment on the award may be entered in any federal or state court sitting or located in Houston, Texas, or in any other court having jurisdiction. The provisions of this paragraph shall survive the termination or expiration of this Agreement. This paragraph shall not prevent Bank from seeking a temporary restraining order or temporary or preliminary injunctive relief from a court of competent jurisdiction in order to protect its rights hereunder. In the event Bank seeks injunctive relief, such action shall not constitute a waiver of the provisions of this paragraph, which shall continue to govern any and every dispute between the parties including, without limitation, the right to damages, permanent injunctive relief and any other remedy, at law or in equity.

- b. The parties further agree that (i) no arbitration proceeding hereunder shall be certified as a class action or proceed as a class action, or on a basis involving claims brought in a purported representative capacity on behalf of the general public, other customers or potential customers or persons similarly situated and (ii) no arbitration proceeding hereunder shall be consolidated with, or joined in any way with, any other arbitration proceeding.
- c. The parties shall have the right to invoke self-help remedies (such as set-off, notification of Account debtors, seizure and/or foreclosure of collateral, and non-judicial sale of personal property and real property collateral) before, during or after any arbitration and/or request ancillary or provisional judicial remedies (such as garnishment, attachment, specific performance, receiver, injunction or restraining order, and sequestration) before or after any arbitration. The parties need not await the outcome of the arbitration before using self-help remedies. Use of self-help or ancillary and/or provisional judicial remedies shall not operate as a waiver of either party's right to compel arbitration. Any ancillary or provisional remedy which would be available from a court at law shall be available from the arbitrators, including injunction and restraining orders.

### **XV. Your Agreement**

You acknowledge that you are responsible for complying with all terms of this Agreement and the terms governing any Account(s) which you may access using eBanking.

**BY CLICKING ON THE "AGREE" BUTTON ON THE SIGN UP SCREEN, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT YOU ACCEPT THIS AGREEMENT WITHOUT MODIFICATION, AND THAT YOU WILL BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT JUST AS IF YOU SIGNED THE AGREEMENT. FURTHERMORE, YOU UNDERSTAND THAT BY USING EBANKING, INCLUDING MOBILE BANKING AND TEXT BANKING, YOU AGREE TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT AND TO SUCH TERMS AND CONDITIONS AS THEY MAY BE AMENDED IN THE FUTURE. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU UNDERSTAND THAT YOU SHOULD NOT CLICK ON THE "AGREE" BUTTON AND THAT YOU SHOULD NOT USE ONLINE BANKING (INCLUDING MOBILE BANKING AND TEXT BANKING).**