



MEMBER FDIC

**MOBILE BANKING AGREEMENT AND DISCLOSURE
ADDENDUM TO DIGITAL BANKING AGREEMENT**

I. Introduction

Texas Bank and Trust Company endeavors to provide you with the highest quality Mobile Banking (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement"). We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by Law. For additional Mobile Banking product Terms and Conditions visit <https://www.texasbankandtrust.com/files/mobilebanking-additionaltc.pdf>

II. Definitions

As used in this Agreement and Mobile Banking services, the following words have the meanings given below:

"Account(s)" means your eligible Texas Bank and Trust Company Checking, Savings, Loans, CDs, Safe Deposit Box information and other Texas Bank and Trust Company products that can be accessed through Mobile Banking.

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. **Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.**

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

"You" and "Your(s)," mean each person with authorized access to your Account(s) who applies and uses the Mobile Banking service.

"We," "Us," and "Bank" means Texas Bank and Trust Company.

"Deposit Account Agreement" means that by providing a written or electronic signature on a signature card or other agreement or contract, opening, or continuing to hold an account with us, you agree to the current and subsequent terms and conditions on your account.

"Disclosures" means information that we are required by law to provide or make available to you in writing - for example, Electronic Funds Transfers Disclosure, Funds Availability Disclosure, Truth in Savings Disclosures, privacy notice, adverse action notice, etc. ("Disclosures").

III. Mobile Banking Service

A. Description of Service. Mobile Banking is offered as a convenience and supplemental service to our Digital Banking services. It is not intended to replace access to Digital Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Texas Bank and Trust Company account information, make payments to existing payees, transfer funds and conduct other banking transactions.

B. Use of Service. In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Service.

To enroll: To utilize the Mobile Banking service, you must be enrolled in Texas Bank and Trust's Digital Banking. Once your account is activated you may log on to your account from your Mobile device by downloading the Texas Bank and Trust app from the App Store or Google Play. (We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time).

www.texasbankandtrust.com
1-800-263-7013

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. Texas Bank and Trust Company cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

Changes to your mobile number or device: If you purchase a new phone, but are using the same phone number and wireless mobile service provider, no changes on your part are necessary. However, if you switch wireless mobile providers and/or phone numbers, you must log in to your Digital Banking account at www.texasbankandtrust.com on your PC and update your information on the Mobile Settings page. You will not receive SMS Text messages regarding Mobile Banking transaction if your phone number is not correct.

Deactivate Service: If you no longer wish to have access to the Mobile Banking service you may deactivate the Service by logging on to Digital Banking through Texas Bank and Trust's Website select the Mobile Settings tab and deselect Mobile Access.

C. Other Agreements. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this Service is also subject to the Deposit Account Agreements and Disclosures provided at the time of Account opening, or as the same may be subsequently amended or modified. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

IV. Permitted Mobile Banking Transfers You may use the Service to transfer funds between your eligible Texas Bank and Trust Company Accounts ("Internal Transfer"). You may not transfer to or from an Account at another financial institution using Mobile Banking. Transfer transaction requests received after 8:00 p.m. CST on business days and all transactions which are requested on Saturdays, Sundays, or Holidays, will be processed on the Bank's next business day. You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection (normal overdraft protection fees would still apply).

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures. You may be subject to fees or account conversion if you exceed the transactions limits of your Account using Mobile Banking or any other methods outlined in your Deposit Account Agreement and Disclosures.

You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

V. Your Responsibilities

You represent and agree to the following by enrolling for Mobile Banking or by using the Service:

A. Account Ownership/Accurate Information. You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

B. User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United

States is at your own risk.

C. User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (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 computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

D. No Commercial Use or Re-Sale. You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

E. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Texas Bank and Trust Company its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

VI. Provide End User Agreement

The primary licensor for Texas Bank and Trust Company's mobile banking services is Banno, LLC ("Provider"). The Provider has provided us the right to enter into the following end user agreement (the "End User Agreement") with you for the use of the Product (defined below). By enrolling in our mobile banking service, and during such time as we maintain our rights to license the Product, you hereby agree as follows:

(i) General. Access to Texas Bank and Trust Company's mobile banking services via your mobile device is powered by the mobile technology solution owned by Provider. The Provider is not the provider of any of the financial services available to you through the "Product" (defined below), and the Provider is not responsible for any of the materials, information, products or services made available to you through the Product.

(ii) Ownership. You acknowledge and agree that Provider is the owner of all rights, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Product"). You further acknowledge that the design and look of the Product, which includes images, graphics, text, logos and icons, photographs, editorial content, notices, software and other materials are owned by Provider and protected under the United States and other applicable copyright, trademark and other laws. You may not use the Product unless you have first accepted the terms of this End User Agreement.

(iii) License. Subject to the terms and conditions of this End User Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Product (in machine readable object code form only) in accordance with the terms of this End User Agreement and for the sole purpose of enabling you to use and enjoy the benefits of Texas Bank and Trust Company's services made available via the Product. This is not a sale of the Product. All rights not expressly granted to you by this End User Agreement are hereby reserved by Provider. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Product. This license may be terminated at any time, for any reason or no reason, by you or the Provider. Upon termination, you agree to immediately destroy all copies of any Product which has been downloaded to your mobile device or otherwise in your possession or control.

(iv) Restrictions. You shall not: (i) modify, revise or create any derivative works of the Product; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Product; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Product; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Product, including, but not limited to, any trademark, logo or copyright.

(v) Updates. The terms of this End User Agreement will govern any updates that replace and/or supplement the original Product, unless such update is accompanied by a separate license in which case the terms of that license will govern.

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

(vii) Source of Information. The Product, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports your Account Information to you. There may be technical difficulties which result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information reported by the Product is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more up to date when obtained directly from the third-party sites.

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

(ix) Mobile Alerts. The Product may provide automatic, Product-related alerts to your mobile device. Account alerts may be turned on or off as part of the Product. They may then be customized, deactivated or reactivated by you. Provider may add new alerts periodically, or cease to provide certain alerts at any time in its sole discretion. Electronic alerts will be sent to the Product through its operating specific notification system or for the html client the phone number or email address you have provided as your primary email address for the Product. If your email address or your mobile device's email address changes, you are responsible for informing us of that change through the Product settings interface. Alerts may include sensitive information such as low balance warnings or large deposits but will never include account numbers or balance information. You must re-enter the Product to see such details.

(x) Rights You Grant to Provider. By submitting data, passwords, user names, PINs, log-in information, materials and other information to Provider through the Product, you are licensing that content to Provider solely for the purpose of providing the Product to you and for such other purposes as are set forth in the Privacy Policy under section xi below (the "Privacy Policy"). Provider may use and store the content in accordance with the Privacy Policy. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the Product, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Product, you will be directly connected to the website for the third party you have identified. Provider will submit information including user names and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you to the Product (such as account passwords and user names) to accomplish the foregoing and to configure the Product so that it is compatible with the third-party sites for which you submit your information. For purposes of this Agreement and solely to provide the Account Information to you as part of the Product, you grant Provider a limited power of attorney, and appoint Provider as your attorney-in-fact and agent, to access the third party sites, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities as you could do in person. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting as your agent, and not as the agent of or on behalf of the third party. You understand and agree that the Product is not sponsored or endorsed by any third parties accessible through the Product.

(xi) Privacy Policy. Provider will not sell or rent your personal information to anyone, for any reason, at any time. Provider uses and discloses your personal information only as follows: (a) to analyze usage and improve the Product, (b) to deliver to you any administrative notices, alerts and communications relevant to your use of the Product, (c) to fulfill your requests for certain products and services, (d) for market research, project planning, troubleshooting problems, detecting and protecting against error, fraud or other criminal activity, and (e) in order to enable the financial institution through which you signed up for the Product (your "Primary Financial Institution") to offer additional product offerings to you, the Product provides to your Primary Financial Institution financial product details of any external institutions you have added through the Product, provided that no external transactional data will ever be shared with your Primary Financial Institution. Notwithstanding the foregoing, Provider reserves the right (and you authorize Provider) to share or disclose your personal information when Provider determines, in its sole discretion, that the disclosure of such information is necessary or appropriate (x) to enforce our rights against you or in connection with a breach by you of this End User Agreement, (y) to prevent prohibited or illegal activities, or (z) when required by any applicable law, rule regulation, subpoena or other legal process.

(xii) The Product is not a Professional Advisor. NEITHER PROVIDER NOR THE PRODUCT IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. PROVIDER AND THE PRODUCT ARE NOT FINANCIAL PLANNERS, BROKERS OR TAX ADVISORS. The Product is intended only to assist you in your financial

organization and decision-making and is broad in scope. Your personal financial situation is unique, and any information and advice obtained through the Product may not be appropriate for your situation. Accordingly, prior to making any financial decisions or implementing a financial strategy, you should consider obtaining additional information and advice from professionals, such as accountants, attorneys, financial advisors or other professionals who are fully aware of your individual circumstances.

(xiii) Alert Disclaimer. You understand and agree that any alerts provided to you through the Product may be delayed or prevented for a variety of reasons. Provider attempts to provide alerts in a timely manner with accurate information, however, Provider neither guarantees the delivery nor the accuracy of the content of any alert. You also agree that Provider shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert, or for any actions taken or not taken by you or any third party in reliance on an alert.

(xiv) Your Indemnification of Provider. You agree to defend, indemnify and hold harmless Provider and its officers, directors, shareholders, and employees, from and against all claims and expenses, including but not limited to attorney fees, in whole or in part arising out of or attributable to any breach of this Agreement by you.

(xv) Export Restrictions. You may not use or otherwise export or re-export the Product except as authorized by United States law and the laws of the jurisdiction in which the Product was obtained. In particular, but without limitation, the Product may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Product, you represent and warrant that you are not located in any country or on any such list. You also agree that you will not use the Product for any purposes prohibited by United States law.

(xvi) U.S. Government Restricted Rights. The Product 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 Product by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this End User Agreement.

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

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

(xix) Miscellaneous. This End User Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this End User Agreement are subject to the exclusive jurisdiction of the courts of Iowa and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

If you have any questions regarding the above disclaimers or need additional information regarding this service, please contact our T3 Support at 903.237.1881.



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