



Digital Banking Services Agreement

This Digital Banking Services Agreement (“Agreement”) states the terms and conditions that apply when you use the Digital Banking Service to access your accounts. This agreement describes your rights and obligations as a user of the Digital Banking Services (“Services”), and the rights and obligations of Texas Bank and Trust Company (“TBT”) in conjunction with this Service. This Agreement is in addition to and made part of your Bank Account Agreement with us and any and all other agreements related to your deposit account with TBT. You must also follow all of our instructions and procedures applicable to the Services covered by this agreement.

This Agreement is made in compliance with applicable state and federal laws, including but not limited to Electronic Signatures in Global and National Commerce Act, and Uniform Electronic Transaction Act. You agree to that electronic signatures and notices may be used to execute and perform this Agreement and deliver documents and notices in connection with this Agreement.

Explanation of Certain Terms

“We”, “us”, “our” and “TBT” mean Texas Bank and Trust Company.

“You”, “your”, or “customer” mean an individual person, each authorized signer or account holder or business entity that we permit to use the Digital Banking Services subject to the terms of this agreement.

“Company Representative” means, if you are a business entity, anyone we reasonably believe, in accordance with our security procedures, to be authorized to act on your behalf in connection with our Digital Banking Service.

“Internet-Enable” your account(s) means to enable you to obtain our Service that allows you to obtain information and perform transactions we make available for your qualifying accounts over the Internet by use of a computer, and/or digital device such as a cell phone or a tablet and/or other means we authorize or allow.

“Digital Banking” means the Services provided under this agreement which allow you to access information about your Internet-enabled accounts, transfer funds between qualifying accounts, and perform other transactions and obtain other Services that we authorize or allow.

“Online” means through the Internet by use of a computer or other electronic device.

“Account” means a deposit, loan or other account for which transactions may be performed using our Digital Banking Service.

“Business account” means an account that is not a consumer account. “Access codes” include the customer identification number, log-in, password and any other means of access to our Digital Banking Service we establish or provide for you.

“Mobile Banking” means using your mobile device and “Mobile Banking Software” to conduct banking transactions using your Mobile Device.

“Mobile Device” means a cellular telephone or similar wireless communication device that is installed with software permitted by us (“Mobile Banking Software”) and is capable of conducting Mobile Banking transactions.

Available Services

The following services are available through the Digital Banking Service. Some services and features may be limited depending on the account type or may require TBT’s approval prior to use. Some services may be subject to additional terms and conditions. Please contact TBT Treasury Management Services with questions regarding these service offerings.

- **Account Information – Balances, transactions, and check images**
- **Bill Payment**
- **eStatements**
- **Funds Transfers**
- **Loan Payments**
- **Stop Payments**
- **Mobile Banking**
- **Mobile Deposit Check using SMARTDeposit.**
- **ACH Origination Services for Payroll, ACH Payments, ACH Receipts and ACH Collections**
- **Tax Payments**
- **Remote Deposit Capture**
- **Wire Transfers**
- **Positive Pay**
- **Treasury Reports**

Digital Banking Service Agreement

Your Responsibility

User Login Credentials

When you begin using the Digital Banking Service, you will log in using a user name and password (“Login Credentials”) which we will initially establish or provide for you. You agree to immediately change your



password upon your first use of the Digital Banking Service. **You agree to keep your Login Credentials confidential to prevent unauthorized and/or fraudulent access to your accounts and to prevent unauthorized and/or fraudulent use of the Digital Banking Services. You acknowledge and agree that you will not disclose your Login Credentials to any other person.**

Any person using your Login Credentials to access the Services will be deemed to be you. You are responsible for all transactions authorized using your User Login Credentials, whether or not such person is actually authorized by you. Anyone to whom you give your Login Credentials to will have full access to your accounts, even if you attempt to limit that person's authority. Additionally, that person will have full access to any other of your accounts which are accessed by those Login Credentials, even if those accounts are in your name with another person. If you permit other persons or other entities to use your Digital Banking ID and Password, you are responsible for any transactions they authorize from your linked eligible accounts. For security purposes we recommend that you do not use the same codes or passwords you use on other bank products. **You should notify us immediately at toll free 1-833-684-0779 or treasurymanagement@texasbankandtrust.com if you believe any of your accounts have been accessed, your access codes have been taken or used without your permission, or in case of errors or questions about any transaction(s) initiated from your account.** Telephoning us right away may help reduce possible losses.

None of our employees or employees of our affiliates will contact you via phone or e-mail requesting your Login Credentials. If you are contacted by anyone requesting this information, please contact us immediately by telephone at 1-833-684-0779.

Administrator and Users

You shall appoint an individual or individuals (the "Administrator" or "Administrator(s)) with the sole authority to determine who will be authorized to use Digital Banking ("Authorized User(s)") on Customer's behalf. The Administrator should establish secure user IDs and passwords, as well as Multi-Factor Authentication ("Secure Access Codes") (SAC) for each Authorized User, set limits on each Authorized User's authority to access information and conduct transactions, accept on your behalf the terms and conditions governing the Services, including acceptance of Security Procedures, and modify features of or terminate Services. You assume sole responsibility for the actions of the Administrator and all Authorized Users, the authority the Administrator gives Authorized Users to act on your behalf, and all other actions of the Administrator and all Authorized Users. You may revoke the authority of or change the Administrator(s) or Authorized User(s) at any time upon prior written notice and execution of additional documentation required by us. Such change or revocation shall not be binding upon us until we have received the required written notice and have had a reasonable opportunity to act on it.

Administrator shall designate which Accounts will be utilized for Service payments and transfers. If the Administrator designates an account that requires more than one signature for the withdrawal or transfer of funds, then you agree that we may act upon any Service instruction that is accompanied by the Access Codes designated by you or the Administrator for that account and the Service in question.

Note: This means that we may act upon the instruction of only one person, even though the signature card for the Account in question requires two or more signatures on checks. We recommend dual control for these situations. If an instruction is accompanied by valid Access Codes, the transaction will be deemed authorized by Customer. **WE WILL RELY ON THE MOST CURRENT AUTHORIZATIONS SUBMITTED TO AND RECORDED BY US. YOU ARE RESPONSIBLE FOR VERIFYING THAT ANY SUBMITTED CHANGES HAVE BEEN RECEIVED AND RECORDED BY US. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACTIONS TAKEN OR TRANSACTIONS PERFORMED BY THOSE INDIVIDUALS NAMED AS ADMINISTRATOR OR AS AUTHORIZED USERS.**

Communications Link and Your Equipment

You must be able to access our Digital Banking Service via the internet. It is your responsibility to obtain and maintain internet access via a cellular data service carrier or other communications service. You are responsible for ensuring that your carrier is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. You are responsible for obtaining, installing, maintaining, and operating all hardware, software, and internet access services necessary for accessing and using our Digital Banking Service.

You are responsible for the security of your computer and/or mobile device. You are responsible for protecting your computer and device from theft or unauthorized use. You agree that you are responsible for updating and maintaining antivirus software on your computer and device for protecting your access codes and systems from viruses, worms, Trojan horses, malware, spyware or other similar harmful components that may enter your computer or mobile device by downloading, importing or otherwise obtaining information. We will not be responsible or liable for any indirect, incidental or consequential damages that may result from such harmful components. You can use email to contact us about inquiries, maintenance, and/or problem resolution issues. Email is not a secure method of communication. You should never send confidential information via email. If you would like to use a secure digital method to contact us, log on via Digital Banking and select Messages and start a new conversation. Alternatively, you may go to our website www.texasbankandtrust.com and select the option to send a secure mail message.

Protecting your Personal Information

In addition to protecting your Login Credentials, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, or tax identification number. This information by itself or together with account information may allow unauthorized and/or fraudulent access to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored in any computer or other equipment you use to access our Digital Banking Service.

Our Responsibility

We, or a third party acting as our agent ("Service Provider"), are responsible for completing fund transfers and bill payments from your account(s) on time and according to your properly entered and



transmitted instruction. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you or should a payment post after its Due Date, we will reimburse you for associated late payment charges as long as the payment was scheduled in accordance with the guidelines noted in this agreement. However, neither we, nor the Service Provider will be obligated for such:

- **If you do not have adequate money in a deposit account to complete a transaction from the account, there is a hold or freeze on the account, or if that account has been closed;**
 - **If you have given incomplete or incorrect instructions or have not correctly entered an instruction such that a transfer or bill payment cannot be made;**
 - **If we reasonably believe that a transaction may be unauthorized and/or fraudulent;**
- A. If the money in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction;**
- B. If circumstances beyond our control, such as, but not limited to computer failure, telecommunication outages, Internet access not available, floods, and other natural disasters, that may prevent making a transfer or payment, despite reasonable precautions that we have taken.**

Limitations on Our Liability in Connection with Business Accounts

We will make every reasonable effort to provide full performance of our Digital Banking system, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our Digital Banking system. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including, but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the Services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

WE MAKE NO WARRANTIES, EXPRESSLY OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Fees

TBT may charge you fees and service charges for use of the Services. Current service charges and fees may be found on TBT's fee schedule. TBT may change its fee schedule at any time upon written notification provided via email, mail, the Services or otherwise. The revised fees shall be considered effective at the earliest date allowed by applicable law. You may decline the revised fees by discontinuing your use of the Services. Your continued use of the Services shall constitute your acceptance of the revised fee schedule.

Business Days/Hours

You may access online Services 24 hours per day, 7 days per week (except during scheduled maintenance periods). Except for Federal holidays, our regular business hours are Monday through Friday, 8:15 a.m. – 6:00 p.m. Central Time. However, bill payment transactions will be processed at 7:00 a.m. and 2:00 p.m. daily except for weekends and holidays. There may be some delay between the time you request a transaction or action and when TBT is able to take action on your request. You agree to allow a reasonable time for TBT to act on requests submitted through the Services. If timing is critical for any transaction, you agree to confirm with TBT in writing the timing for a requested transaction or action.

Indemnification

Notwithstanding the language in this Digital Banking Services Agreement, when you use Texas Bank and Trust Digital Banking Services, you agree to indemnify and hold Texas Bank and Trust, its licensors and providers of Services, and their respective directors, officers, shareholders, employees and agents (each an "Indemnified Party") from and against any third party suits, proceedings, claims, demands, causes of action, damages, liabilities, losses or expenses (including reasonable attorneys' fees and other legal expenses) that result from or arise out of or in connection with any violation of this agreement or your use of the Services, unless caused by our intentional misconduct or gross negligence; any improper or unauthorized and/or fraudulent transfer of funds from accounts using Digital Banking Services; or your failure to comply with applicable state and federal laws and regulations.

Changing Terms and Termination of Agreement

This agreement will stay in effect until it is changed or terminated.

We have the right to terminate this agreement at any time. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Once we terminate this agreement, no further or pending transfers will be made, including, but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. We may terminate Digital Banking Services for customers that have not used the Service within the first 30 days after activation or that have not used the Service for 180 days and have no outstanding recurring or one time transactions pending through the Service.

We also have the right to make changes in this agreement at any time. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will provide you and the method of providing any such notice. The revised terms and conditions shall be considered effective at the earliest date allowed by applicable law. You may choose to accept or decline the modifications by continuing or discontinuing the use of Digital banking. Your continued use of Digital Banking shall constitute your acceptance of the modifications.

You may terminate this agreement at any time by notifying us in writing. However, any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it.



Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers.

You are not permitted to alter or amend this agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

Disclaimer of Warranty

THE PRODUCT IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSLY 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.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TBT 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, TBT'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.

Notices and Communications

Except as otherwise provided in this agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them.

You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number.

You can notify us of any changes in your mailing address, e-mail address or telephone number as follows:

- By email, send messages to: treasurymanagement@texasbankandtrust.com;
- By secure message within the Digital Banking Service at www.texasbankandtrust.com;
- By telephone at 1-833-684-0779

- In writing, by postal mail at: Texas Bank and Trust Attn: Treasury Management, P.O. Box 3188 Longview, TX 75606.

Recording

You agree that we may record any telephone conversations you have with us regarding the Services covered by this agreement. However, we are not obligated to do so and may choose not to at our sole discretion.

Attorney Fees

If we become involved in legal action to defend or enforce this agreement against a third party, or if we are the prevailing party in any legal action or proceeding, you agree to pay our reasonable attorney fees and court costs, to the extent permitted by law.

Applicable Law

This agreement shall be governed by the laws of the State of Texas, without regard to its conflicts of laws principles. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

SMARTDeposit Terms and Conditions

A. Introduction:

This SMARTDeposit Services Agreement ("Agreement") governs the use of TEXAS BANK AND TRUST COMPANY'S SMARTDeposit Services ("SMARTDeposit Service"). The SMARTDeposit Service is designed to allow you to make mobile deposits to your checking or savings accounts from your camera-enabled iPhone or Android device capable of capturing check images and information and electronically delivering the items and associated deposit information to TBT or TBT's designated processor. The device must capture an image of the front and back of each check to be deposited in accordance with the Procedures outlined in this Agreement; must read and capture the magnetic ink character recognition ("MICR") line on each check; and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment. TBT may charge a fee for this service as indicated in its fee schedule. TBT reserves the right to change fees for the SMARTDeposit Service. This Agreement establishes the terms and conditions for electronic access to the SMARTDeposit system ("System"). When you use any of the Service(s) described in this Agreement, you agree to the terms and conditions of this Agreement.

B. User Set Up

Upon initial use of the SMARTDeposit Service, you must designate an Administrator for the Service who may authorize additional Authorized Users to use the service. Users will be unable to access the service before an Administrator is appointed and the Administrator grants user privileges to Authorized Users.

C. Other Agreements

The terms and conditions of the deposit agreements and disclosures for each of your bank accounts, in addition to your other agreements with TBT, shall continue to apply notwithstanding anything to the



contrary in this Agreement.

D. Hardware and Software requirements:

You must use a mobile device and a compatible mobile wireless provider with an operating system and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our Service provider(s) may change these specifications and/or requirements from time to time. TBT is not responsible for any third-party software you may need to use SMARTDeposit. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements. Unless otherwise provided in this Terms & Conditions, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Service. You must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit through the Service. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter into directly with the third-party software provider at the time of download and installation. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, e-mail or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

E. Receipt of Items:

We reserve the right to reject any item transmitted through SMARTDeposit, at our discretion. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from TBT stating that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

F. Availability of Funds:

You agree that items transmitted using SMARTDeposit are subject to the funds availability requirements of the Federal Reserve Board Regulation CC. Funds deposited using SMARTDeposit Monday-Friday before 9:00 P.M. CST, will be deposited and made available based on our funds availability notice and posted to your "Available Balance." All approved credits received for the current day will post before debits. Items captured on a non-banking day will be processed the following business day. TBT may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant.

G. Deposit Limits:

TBT reserves the right to establish and assign to you deposit limits for the Service (including limits on the dollar amount and/or number of

Checks that you may transmit through the Service each day) and to modify such limits from time to time in TBT's sole discretion, and you agree to comply with all such limits. For questions about our "Default Limits," please contact a TREASURY MANAGEMENT Support Agent at 1-833-684-0779.

H. Fees and Charges:

TBT offers the benefits and convenience of SMARTDeposit at no additional cost with the use of our "Default Limits" unless otherwise directed. TBT reserves the right to charge fees for the Service in the future or for any limit increase that is approved by your Account Officer. For questions about fees, please contact a Treasury Management Support Agent at 1-833-684-0779.

I. Endorsements and Procedures:

You agree to restrictively endorse any item transmitted through the Service as "FOR MOBILE DEPOSIT ONLY, Texas Bank and Trust Account # (write in your applicable account number)" or as otherwise instructed by TBT. You agree to follow any and all other procedures and instructions for use of the Service as TBT may establish from time to time. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your bank account, the check must be endorsed by all such payees and you may only use SMARTDeposit to deposit such check into a bank account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your bank account using the Service. And, you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Texas Bank and Trust as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Texas Bank and Trust's audit purposes.

J. Check requirements (including image quality):

The image of an item transmitted to TBT using the Service must be legible and contain images of the front and back of the Check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image: the amount of the Check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line; and all other information placed on the Check prior to the time of an image of the Check is captured (such as any required identification written on the front of the Check and any endorsements applied to the back of the Check).



K. Storage, security and destruction/disposal of the checks:

After you receive confirmation that we have received an image, you must securely store the original Check for at least 14 days, but no more than 60 days, after transmission to us and make the original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within two Business Days, at your expense, the requested original Check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly, at least 14 days, but no more than 60 days, after the retention period expires, you must destroy the original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original Check, the image will be the sole evidence of the original Check. You agree that you will never re-present the original Check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

L. Presenting checks more than once:

Once you have used the Service to deposit a Check you agree not to present, or allow anyone else to present, that original Check or a substitute check of that original Check again for deposit through the Service or by any other means. If you or anyone else present a Check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold TBT harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute check. You agree that we may debit from your bank account the aggregate amount of any Checks that that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with TBT in our sole discretion. TBT may, in its discretion, terminate your use of the Service should you present a check for deposit more than once.

M. Your Authentication method:

You agree that we are entitled to act upon instructions we receive following submission of your valid Digital Banking User ID, Password, or other code or authentication method assigned to you (the "Authentication Method"). We may deem any person submitting your Authentication Method to be you, whether or not such person is authorized by you. You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Bank Account Agreement and this Agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You agree to indemnify and release us from any and all liability, and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication

Method. By accessing the Service with your Authentication Method, you authorize us to complete the requested transaction(s) through the Service. Any requests or instructions we receive from you through the Service using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, Checks deposited, Check images, changes to accounts or Services or any other communication you provide us through the Service using your Authentication Method.

N. Rejection of deposits:

After we receive Check images and all other required deposit information from you through the Service, we shall provisionally credit your designated account for the total amount of such Checks. The provisional credit is subject to final payment of the Checks and is also subject to your Bank Account Agreement. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to TBT for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against TBT relating to such deposits. TBT is not liable for any Service or late charges that may be imposed against you due to TBT's rejection of any Check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Check transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for SMARTDeposit, you must physically deposit the original Check, unless otherwise directed by a bank Representative.

O. Unpaid checks

Should you fail to produce the original check, you authorize us to deduct that amount from your account. You are solely responsible for verifying that Checks you deposit by using the Service have been received and accepted for deposit by TBT. TBT will provide you with notice of any deposits that it is unable to process because checks were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. In the event that TBT credits your account for a Check that is subsequently dishonored and returned, you authorize TBT to debit the amount of such Check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with TBT in our sole discretion. Our right to charge your account(s) will apply without regard to whether the Check was timely returned or whether there is any other claim or defense that the Check was improperly returned. You understand and agree that since the original Check is your property, it will not be returned and TBT may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original Check or a substitute check. You may not use the Service to deposit a substitute check and



you may not deposit the original Check through the Service or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide to you in connection with returned Checks.

P. Duty to report errors:

TBT will provide you with periodic statements that will identify the deposits that you make through the Service. In addition, you may access TBT's Digital Banking Service for information about your deposits, return items, deposit adjustments, Checks and other transactions on your accounts. You agree that it is your responsibility to review all such information that TBT makes available to you in a timely manner to verify that deposits made through the Service have been received and accepted by TBT and are accurate. Receipt of a Check by TBT through the Service does not constitute an acknowledgement by TBT that the Check is error-free or that we will be liable for the Check. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your Bank Account Agreement. You may notify us by e-mailing, telephoning, or writing us using the following contact information.

Texas Bank and Trust
Attn: Treasury Management
PO BOX 3188 Longview, TX 75606
treasurymanagement@texasbankandtrust.com
1-833-684-0779.

You agree to cooperate in any investigation by TBT of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify TBT of any error, omission or other discrepancy in accordance with this Agreement and your Bank Account Agreement shall relieve TBT of any liability for such error, omission or discrepancy.

Q. Availability of Service/Contingency:

In the event you are unable to capture, balance, process, produce or transmit an image to TBT, or otherwise comply with the terms or the Procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest TBT location. The deposit of original checks at an office of TBT shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

R. Data security:

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 1-833-684-0779 and with written notice at Texas Bank and Trust Attn: Treasury Management, PO BOX 3188 Longview, TX 75606, if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original Checks from the time of receipt until the time of destruction. We may

audit and monitor your compliance with your obligations under this agreement; and you agree to cooperate with us to permit such auditing and monitoring.

S. Cooperation with Investigations:

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions

By clicking "I Agree", you affirmatively consent to Texas Bank and Trust's Digital Banking Services, and acknowledge that you have read and fully understand this agreement and assume full responsibility for the security of your computer and/or mobile device when utilizing Texas Bank and Trust's Digital Banking Services.