

VANTAGE BUSINESS ONLINE AGREEMENT

This Agreement is made between Vantage Bank Texas, 1801 South 2nd Street, P. O. Box 1700, McAllen, Texas 78505-1700, ("Bank") and all of the owner(s) or authorized signatories of one or more accounts at Bank who have accessed this Agreement and agreed to this Agreement and obtained a password (collectively, "you"). BY CLICKING ON THE "ACCEPT" BUTTON AT THE END OF THIS AGREEMENT AND USING THE SERVICES PROVIDED FOR IN THIS AGREEMENT, YOU ARE AGREEING TO ALL THE TERMS AND PROVISIONS OF THIS AGREEMENT. This Agreement relates to providing you with online access to all of the accounts with Bank ("Account") of which you are the owner or on which you are an authorized signer (collectively, "Your Account") and to your loans with Bank (collectively, "Your Loan") and allows you to transfer money from one of Your Accounts with Bank to another of Your Accounts and to have payments of Your Loan made by Bank from Your Account.

Bank agrees to furnish to you certain online services, described herein, related to Your Account and to Your Loan. This Agreement will apply to all of the accounts with Bank which you own or on which you are an authorized signer. You agree to abide by the terms and provisions of this Agreement, and understand that the online services provided under this Agreement are also governed by any other agreements or terms and conditions between you and the Bank that govern Your Accounts.

Further, Bank may disclose nonpublic financial information about Your Account and Your Loan to nonaffiliated third parties who perform services for or functions on behalf of Bank. Bank has taken reasonable precautions to assure that such third parties maintain the confidentiality of this information.

Please review Bank's Privacy Policy Notice at www.vantage.bank. This Privacy Policy Notice sets out further circumstances under which Bank may use or disclose this information, and sets forth other general information regarding the Bank's privacy policies and procedures in general which also apply to the online services provided under this Agreement. "Mobile Banking Services" means the Bank's Online Banking Services, as described in this Agreement that can be accessed via your Mobile Device.

"Mobile Device" means a mobile telephone or other mobile device capable of sending and receiving SMS text messages and/or accessing the Internet via a web browser and that is registered with Bank by you when enrolling in Mobile Banking Services.

"Vantage Business Online" or "Online Banking Services" means (a) all of the banking services described in this Agreement that can be accessed via personal computer by connecting to the Vantage website, and (b) if you choose to enroll in the optional Mobile Banking Services, all of the banking services that can be accessed via your Mobile Device.

1. Vantage Business Online

a. Vantage Business Online Services Accessed Via Personal Computer

The scope of Vantage Business Online is described in this Agreement, and generally includes the ability to: view transaction history, statements and check images regarding Your Accounts

and Your Loans; initiate transfers from your Accounts; and sign up for other services such as e-alerts and bill pay services. The Bank may add to or enhance the scope of Vantage Business Online from time to time in Bank's sole discretion. You understand that to use Vantage Business Online via personal computer, you must obtain access to the Internet with compatible hardware, software and web browser. 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. Obtaining and maintaining adequate Internet access is your responsibility and you are solely responsible for all Internet Service Provider fees and costs. You understand that Bank is not responsible for any computer virus or related problems that may be associated with your use of the Internet in general or Vantage Business Online via the Internet. With regard to Bank's bill pay services, those services are provided via a separate third-party service provider whom Bank has retained, and additional terms and conditions from such third-party provider apply to bill payment services. You will be provided with an opportunity to review, agree to and retain the additional terms and conditions applicable to bill pay services during the registration process for bill pay services available at www.vantage.bank.

b. Mobile Banking Services

You understand that Mobile Banking Services allows you to conduct certain Online Banking Services via your Mobile Device. Bank, in its sole discretion, shall decide what Online Banking Services are offered via Mobile Banking Services. To obtain further details regarding Mobile Banking Services you must visit www.vantage.bank. You understand that to enroll in Mobile Banking Services you must complete the entire registration process as outlined at www.vantage.bank. You must promptly notify Bank in the event you want to change your registered Mobile Device. By enrolling in the Mobile Banking Services, you expressly consent to Bank sending communications to your Mobile Device for purposes of delivering Mobile Banking Services. All communications from Bank to you and from you to Bank are not confidential and are deemed the Bank's property. You also expressly agree that Bank may provide you with information, offers, advertisements, links or other materials maintained or offered by third parties in accordance with applicable law and Bank's Privacy Policy, and you agree to receive such communications even if your Mobile Device is registered on any federal or state do-not-call registry. Bank does not control or endorse in any way information, products or services maintained by such third parties, and you use such third-party services at your own risk. You also understand that by using third party services (including linking to third party websites) you are subject to the third party's privacy policy which may differ from Bank's Privacy Policy, and that you are responsible for reviewing the privacy policies of the third party. If you use any location-based Mobile Banking Services you agree that your geographic location and other personal information may be accessed and disclosed via such services.

You understand that if you choose to enroll in Bank's optional Mobile Banking Services that you must have a Mobile Device with the ability to access the Internet via a web browser and SMS text message functionality, as well as other compatible wireless hardware and software necessary to operate such Mobile Device. You understand you must have a Mobile Device service plan with a suitable Mobile Device service provider of your choice, and that your Mobile Device service (including Internet connection) is not part of Bank's Mobile Banking Services. You are responsible for acquiring, maintaining and operating your Mobile Device and for all associated costs, expenses and fees you incur from your service provider or any third parties in using your Mobile Device for Mobile Banking Services. You understand that

Bank is not responsible for any errors or failures of your Mobile Device or its software and is not responsible for any viruses or related problems that may be associated with the use of the Mobile Banking Services.

c. Alerts Terms and Conditions

Alerts. Your enrollment in Vantage Bank Texas Digital Business Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Vantage Bank Texas account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your online banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the Manage Alerts menu within Vantage Bank Texas Digital Business Banking menu within Vantage Bank Texas Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Vantage Bank Texas reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Vantage Bank Texas Digital Business Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "STOP" to 99588 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Vantage Bank Texas Digital Business Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at 1-866-580-7262. Our participating carriers include (but are not limited to) AT&T, Sprint, PCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Vantage Bank Texas provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service

provider(s) and other factors outside Vantage Bank Texas' control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Vantage Bank Texas, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

2. Security and Passwords

a. Vantage Business Online Services Accessed via Personal Computer

In order to access Vantage Business Online, Your Account and Your Loan online, you must follow the Bank's security procedures regarding account "Access ID," corresponding "Password," and you must respond to any additional information questions or requests for information that the Bank may require from time to time, in Bank's sole discretion, in conjunction with any additional authentication procedures that Bank may employ ("Additional Authentication Information" or "AAI"). Such AAI shall be used in conjunction with various authentication procedures that Bank may employ, including, but not limited to, security questions and responses and/or other hardware and software-based security and authentication programs and procedures. The Access ID, Password and AAI will allow you to access Your Account, Your Loan, and Vantage Business Online referred to herein. You understand that you are responsible for safeguarding your Access ID, Password and AAI. You should memorize your Access ID, Password and AAI, or maintain it in a safe and secure place. You should not give your Access ID, Password or AAI to anyone else. Anyone using your Access ID, Password and AAI will be able to access Your Account, Your Loan, and Vantage Business Online referred to herein and you could incur losses or damages as a result thereof. Bank is not liable to you or to anyone else as a result of anyone else using your Access ID, Password and AAI that you have disclosed, with or without your permission, and accessing Your Account or Your Loan. In the event of an unauthorized transfer from Your Account or Your Loan, you may be liable as provided herein. You should change your Password and AAI periodically, by following the instructions under the Options button from within Vantage Business Online.

b. Mobile Banking Services

You understand that if you select the optional Mobile Banking Services, you are required to log into Mobile Banking Services by using your Access ID, a mobile PIN you select when registering for Mobile Banking Services ("Mobile PIN") and AAI if Bank has required use of AAI in order to log into Mobile Banking Services. You understand and acknowledge that the Mobile Banking Services may not be encrypted and, therefore, Bank will never include your Access ID, Password, Mobile PIN or full account number in any communication that you may access on your Mobile Device related to Mobile Banking Services, and you also understand that you should not include any personal information in any communication to Bank via the Mobile Banking Services. However, you understand and acknowledge that Mobile Banking Services

may include your name and information about Your Accounts or Your Loans, such as the last four (4) digits of the Account number or specific Account transaction information. You understand and acknowledge that transmission of your masked Account number and specific information, including, but not limited to, dollar amounts and transaction information, does not constitute transmission of personal or private information, and when you register for Mobile Banking Services you authorize the Bank to send such information to your Mobile Device.

You understand that Bank is not responsible for any damages in connection with a Mobile Banking Services communication you send to Bank, or a communication Bank sends to you. Because transmission of the Mobile Banking Services are not confidential or secure, you understand that you should not, and you agree not to, use any personally identifiable information when providing shortcuts or providing nicknames to Your Accounts or Your Loans. You also understand that there are risks associated with using your Mobile Device, and that in the event of theft or loss of your Mobile Device, your confidential information may become compromised. You understand that Bank will rely on the communication sent from your registered Mobile Device as confirmation that you have authorized all activity conducted using the Mobile Banking Services from your registered Mobile Device, including any Mobile Banking Services and any charges or fees incurred in your use of Mobile Banking Services. Unless otherwise subject to the provisions of Regulation E for consumer customers, you further understand and agree that Bank will not be liable for any loss or damage incurred by you when an unauthorized person gains access to any communications sent via Mobile Banking Services. You understand that you can send secure messages to the Bank over the Internet by logging into Vantage Business Online from a personal computer with your Access ID, Password and AAI. Bank's use of its normal security procedures for maintaining confidentiality and security of information shall constitute fulfillment of Bank's obligations to exercise due care.

You understand that you are responsible for accessing, opening and reading communications sent to your Mobile Device. It is your responsibility to notify the Bank if any communication is not accessible, is incomplete or is unreadable. You understand that information you provide while using Mobile Banking Services may be stored on Bank's secured servers and protected by industry-standard encryption techniques. However, Bank is not accepting any responsibility to archive any communications with you transmitted or received using the Mobile Banking Services beyond the time required by applicable law, if any, or as stated in this Agreement, whichever is longer.

[3. Accessing Account Balances](#)

You may access Your Account and check the balance in Your Account at any time, by clicking on the Account you wish to access and then clicking on any labeled information button.

[4. Accessing and Printing Bank Account Statement\(s\)](#)

Through Vantage Business Online via your personal computer, you may review, download, and print your current and previous monthly statements for Your Account and/or Your Loan, by following the instructions. The monthly statement will be available for you to access at any time but will be updated by Bank nightly.

[5. Transferring Money from Your Account to Another Account](#)

By accessing Your Account online, you may transfer money from one of Your Accounts to another of Your Accounts, by following the instructions. You will be able to transfer money only from and to Accounts, which you own or on which you are an authorized signer. You may also establish regular automatic transfers by following the instructions. All funds transferred from one Vantage account to another will be available immediately for purchases and withdrawals. Transfers completed after 5:00 pm CST will also be available immediately for purchase and withdrawals, however the transaction will not appear on the posted balance until the next business day. Bank's Business Days are defined in Section 12 below.

6. Reviewing Loan Balance

You may review the balance due on Your Loan and Your Loan statement at any time, by clicking on the loan you wish to access and then clicking on any labeled information button.

7. Making Loan Payments from Your Account

You may make payments on Your Loan from Your Account at any time by clicking on the Transfer button and following the instructions. Bank will then take the requested amount from Your Account and make the payment to Your Loan on the day you initiate the transfer or the date you indicate online that payment is to be made. You may also establish regular automatic transfers from Your Account to make payments on Your Loan by following the instructions.

8. Insufficient Funds

Bank will not be liable for failing to transfer any money or to make payment from Your Account to Your Loan if you have insufficient funds in Your Account to make the transfer(s) or payment(s) or if a hold has been placed on Your Account. In the event Bank has instructions from you to make more than one transfer or payment and you have sufficient available money in Your Account to pay one or more of the transfers or payments, but not enough to pay all of the transfers or payments, Bank may in its sole discretion decide which transfers or payments to make and may decide to make payment on Your Loan prior to making any transfer. Once you have instructed Bank to make payments from Your Account on Your Loan, Bank shall not be liable for making the scheduled payments unless you have properly and timely followed the stop payment procedures to stop such a transfer, as set out elsewhere herein.

9. Joint Accounts

If Your Account is a joint account or has multiple signers, any signatory on the joint account may access Your Account and may make transfers to other of Your Accounts or to any accounts which they own or on which they are an authorized signer or cause payments on Your Loan in accordance with this Agreement.

10. Consumer Liability for Unauthorized Use

This section applies to Vantage Business Online, including Mobile Banking Services, used to access the Accounts of consumer customers that are established primarily for personal, family or household purposes. Tell Bank AT ONCE if you believe your Access ID, Password, Mobile PIN or AAI has been lost or stolen or obtained by any person that you do not want to be able to



access Your Account or Your Loan. You understand that telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft privilege). If you tell Bank within two (2) business days after you learn of the loss or theft of your Access ID, Password, Mobile PIN or AAI, you can lose no more than \$50 if someone used your Access ID, Password, Mobile PIN or AAI without your permission. If you do NOT tell Bank within two (2) business days after you learn of the loss or theft or unauthorized knowledge of your Access ID, Password, Mobile PIN or AAI, and Bank can prove Bank could have stopped someone from using your Access ID, Password, Mobile PIN or AAI without your permission if you had told Bank, you could lose as much as \$500. Also, if your Account statement shows transfers that you did not make, tell Bank at once. If you do not tell Bank within sixty (60) days after the statement was mailed to you or made available to you under this Agreement, you may not get back any money you lost after the sixty (60) days if Bank can prove that Bank could have stopped someone from taking the money if you had told Bank in time. If a good reason (such as a long trip or a hospital stay) kept you from telling Bank, Bank will extend the time periods.

If you have enrolled in optional Mobile Banking Services, you understand that you are solely responsible for notifying Bank immediately in the event that your registered Mobile Device is lost, stolen, changed or destroyed. You understand that with regard to communications associated with Mobile Banking Services sent to my Mobile Device, failure to promptly notify Bank may result in your failure to receive important communications related to Mobile Banking Services, and/or the interception of such communications via unauthorized third parties. You understand that the Bank is not responsible for any costs, expenses, liabilities or damages that you incur as a result of your failure to receive any Mobile Banking Services communication, the interception of any Mobile Banking Services communication by any third party, or your incurring Mobile Device service provider charges or fees for any Mobile Banking Services communication you did not receive.

11. Contact in Event of Unauthorized Transfer

If you believe your Access ID, Password or AAI has been lost or stolen or obtained without your authorization, or that someone has transferred or may transfer money from Your Account without your permission, contact Bank as soon as possible.

Phone: 1-866-580-7262

Email: customerservice@vantage.bank

Or write to:

Vantage Bank Texas
Attn: Customer Service
1801 S 2nd St
P.O. Box 1700
McAllen Texas 78505-1700

12. Business Days

For purposes of these disclosures, Bank's "Business Days" are Monday through Friday. Federal holidays are not included.

13. Transfer Types and Limitations

a. Account Access

You may use your Access ID, Password and AAI to:

1. Check Your Account balance and bank statement.
2. Check Your Loan balance and loan statement.
3. Transfer funds from one of Your Accounts to another of Your Accounts whenever you request.
4. Make payments on Your Loan with Bank from Your Account at any time.

b. Limitations on frequency of transfers

1. There are no limitations on your transferring funds from any of Your Accounts which is a checking account to another of Your Accounts or on making payments on Your Loan with Bank from Your Account.
2. You may make only six (6) transfers and/or withdrawals from any of Your Accounts which are money market accounts or savings accounts to another of Your Accounts during any calendar month.

c. Limitations on dollar amounts of transfers

There are no limitations on the dollar amounts of these transfers or payments so long as you have adequate money in Your Account to make the transfers or payments. However, Bank reserves the right to refuse the acceptance of any particular transfer for any reason in Bank's sole discretion.

14. Fees

There are no fees for transferring funds from one of Your Accounts to another of Your Accounts or making payments on Your Loan with Bank from Your Account. You may incur fees for additional activities regarding Your Accounts or Your Loan in accordance with the fee schedules applicable to your particular Account type. If Bank decides to change the fees it charges in connection with Your Accounts or Your Loans, Bank will notify you at least thirty (30) days prior to the effective date of the change.

15. Confidentiality

Bank will disclose information to third parties about Your Account or Your Loan or the transfers you make

- a. Where it is necessary for completing transfers, or
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- c. In order to comply with government agency or court orders, or
- d. If you give Bank your written permission for such disclosure, or
- e. As otherwise permitted in the Bank's other agreements governing Your Accounts or Your Loan, as otherwise permitted in Bank's Privacy Policy, by law, or as required by government regulations.

16. Documentation & Periodic Statements

You will get a monthly Account statement from Bank on all transaction Accounts. On all non-transactional Accounts (money market Accounts and savings Accounts) you will get a quarterly Account statement from Bank.

17. Preauthorized Payments

- a. Right to stop payment and procedure for doing so. If you have told Bank in advance to make regular transfers or payments out of Your Account, you can stop any of these payments. Here's how:

Call Bank at 1-866-580-7262 or write Bank at 1801 S 2nd St, P.O. Box 1700, McAllen, Texas 78505-1700 (Attn: Customer Service), in time for Bank to receive your request three (3) business days or more before the payment is scheduled to be made. You may also stop payment or cancel scheduled transfers online as follows:

1. Click on "Accounts"
2. Click on the Account number the transfer was to be made from
3. Click on "Transfers"
4. Click on the transfer you wish to change

You may change any information contained in a white box. To cancel the transfer, simply blank out all the fields and put "On demand" in the frequency field.

Click on "Update transfer information."

If you call, Bank may also require you to put your request in writing and get it to Bank within fourteen (14) days after you call. An oral stop payment order will cease to be binding after fourteen (14) days unless you put your stop payment request in writing. (Bank will charge you \$35.00 for each stop-payment order you give; however, there is no charge for changes or canceling of scheduled payments done online.)

- b. Liability for failure to stop payment of preauthorized transfer. If you order Bank to stop one of these payments three (3) business days or more before the transfer is scheduled, and Bank does not do so, Bank will be liable up to the amount of the payment. However, Bank is not responsible for any transfers made before Bank has had a reasonable opportunity to act on your stop payment or transfer cancellation notice.
- c. For any preauthorized payments that you have authorized through Bank's bill pay services, you will also need to follow the specific instructions of the Bank's third-party bill payment service provider as set forth on the "Managing Payments" section of the bill pay services section of www.vantage.bank. You acknowledge that you have agreed to abide by such instructions and requirements as part of your enrollment in bill pay services.

18. Financial Institution's Liability

If Bank does not complete a transfer from Your Account on time or in the correct amount

according to this Agreement with you, Bank will be liable for your losses or damages up to the amount of the transfer. However, there are some exceptions. Bank will not be liable, for instance:

- a. If, through no fault of Bank's, you do not have enough money in Your Account to make the transfer.
- b. If the transfer would go over the credit limit on any overdraft line that you may have with Bank.
- c. If the system was not working properly and you knew about the breakdown when you started the transfer.
- d. If circumstances beyond Bank's control (as listed in Section 21 below) prevent the transfer, despite reasonable precautions that Bank has taken.
- e. If Bank has placed a "hold" on any funds in Your Accounts according to Bank's rights under applicable laws or any other agreements between you and Bank.
- f. Bank has received incomplete or inaccurate information from you or a third party involving the transfer.
- g. A court order, such as a garnishment or other legal process, prevents Bank from making the transfer.
- h. Bank has a reasonable basis for believing that unauthorized use of your Access ID, Password and/or AAI has occurred or may be occurring.
- i. You default under this Agreement, or any other agreement you have with Bank, or Bank or you terminate this Agreement.
- j. If other exceptions stated elsewhere in this Agreement or in any other Bank agreement with you are applicable.
- k. If any of Your Accounts are in litigation.

However, if any of the above-listed events occur, Bank will assist you (at your request) with reasonable efforts to take appropriate corrective action to reprocess any transfer that may not have been completed or to correct any incorrect transfer that may have been processed.

19. Error Resolution Notice

In case of errors or questions about your electronic transfers, telephone Bank at 1-866-580-7262 or write Bank at 1801 S. 2nd St, P.O. Box 1700, McAllen, Texas 78505-1700 (Attn: Customer Service) as soon as you can if you think your Account statement is wrong or if you need more information about a transfer listed on the statement. Bank must hear from you no later than sixty (60) days after Bank FIRST made the statement available to you that contains the problem or error.

- a. Tell Bank your name and Account number.
- b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell Bank the dollar amount of the suspected error.

If you tell Bank orally, Bank may require that you send Bank your complaint or question in writing within ten (10) business days.

Bank will determine whether an error occurred within ten (10) Business Days after Bank hears from you and will correct any error promptly. If Bank needs more time, however, Bank may take up to forty-five (45) days to investigate your complaint or question. If Bank decides to do this,

Bank will provisionally credit your account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes Bank to complete its investigation. If Bank asks you to put your complaint or question in writing and Bank does not receive it within ten (10) Business Days, Bank may not have to provisionally credit your account.

For errors involving new Accounts, Bank may take up to ninety (90) days to investigate your complaint or question and up to twenty (20) Business Days to provisionally credit your Account for the amount you think is in error. Bank will tell you the results within three (3) business days after completing its investigation. If Bank decides that there was no error, Bank will send you a written explanation and debit Your Account for the amount in question if Bank previously credited it with provisional credit. You may ask for copies of the documents that Bank used in its investigation.

20. Electronic Communication by Bank

YOU AGREE THAT ANY INFORMATION OR DISCLOSURE OR COMMUNICATION OR NOTICE REQUIRED OR ALLOWED TO BE MADE TO YOU BY BANK UNDER THIS AGREEMENT MAY BE MADE OR GIVEN TO YOU BY ELECTRONIC COMMUNICATION, INCLUDING BY SENDING IT TO YOU BY E-MAIL TO THE E-MAIL ADDRESS YOU PROVIDE TO BANK, OR BY POSTING IT AS A LINK ON BANK'S WEBSITE. EXCEPT AS OTHERWISE SET OUT IN THIS AGREEMENT, YOU WILL RECEIVE THIS INFORMATION, DISCLOSURES, COMMUNICATIONS, AND NOTICES IN THE ELECTRONIC COMMUNICATION MANNER SET OUT ABOVE. YOU WILL HAVE NO OPTION TO RECEIVE THESE ON PAPER OR IN NONELECTRONIC FORM. IF YOU WITHDRAW YOUR CONSENT TO RECEIVE THESE IN ELECTRONIC FORM, THEN THE SERVICES PROVIDED BY THIS AGREEMENT WILL BE WITHDRAWN; HOWEVER, WITHDRAWING YOUR CONSENT WILL NOT AFFECT THE LEGAL EFFECTIVENESS OR VALIDITY OF ELECTRONIC DISCLOSURES OR RECORDS MADE PRIOR TO SUCH WITHDRAWAL. THIS CONSENT BY YOU APPLIES TO ALL INFORMATION, DISCLOSURES, COMMUNICATIONS, AND NOTICES REFERRED TO IN THIS AGREEMENT, INCLUDING TERMS AND CONDITIONS OF OUR ELECTRONIC BANKING SERVICE, MONTHLY STATEMENTS, CHANGE-IN-TERMS NOTICES, ANY REVISED PRIVACY POLICY NOTICE, REQUESTS FOR WRITTEN STOP PAYMENT ORDERS, REQUESTS FOR WRITTEN COMPLAINTS OR QUESTIONS RELATING TO POSSIBLE ERRORS IN YOUR ACCOUNT, AND RESPONSES TO ANY ERROR RESOLUTION NOTICE. IF YOU WISH TO WITHDRAW CONSENT TO RECEIVE THESE ELECTRONICALLY, PLEASE TELEPHONE BANK AT 1-866-580-7262. PLEASE CALL THE SAME NUMBER IF YOU WISH TO UPDATE THE INFORMATION NECESSARY TO CONTACT YOU ELECTRONICALLY, SUCH AS YOUR E-MAIL ADDRESS. THE FOLLOWING HARDWARE AND SOFTWARE WILL BE REQUIRED TO ACCESS AND RETAIN THIS INFORMATION, DISCLOSURES, COMMUNICATIONS, AND NOTICES:

- a. Compatible Internet browser, such as:
 1. Google Chrome 69.x and later
 2. Microsoft Internet Explorer 11 and later
 3. Microsoft Edge 17
 4. Mozilla Firefox 61.x and later
 5. Safari 8.x and later

- b. Adobe Acrobat Reader 5.0 or higher

YOUR AGREEING TO THIS AGREEMENT BY CLICKING ON THE "I AGREE" BUTTON BELOW WILL DEMONSTRATE THAT YOU CAN ACCESS THE DISCLOSURES IN THE FORM THEY WILL BE PROVIDED AS DESCRIBED IN THIS SECTION AND THIS AGREEMENT.

21. Force Majeure; Exclusion of Damages; Limitation on Liability

If Bank's operations are delayed or interrupted by reason of an act of God, strike, fire, labor or civil disturbance, storm, tornado, hurricane, earthquake, telecommunications or power failure, breakdown of machinery or equipment, failure of software, or by reason of any other connected or unconnected cause not within the reasonable control of Bank, Bank shall not be liable to you for any such delay or interruption, and you will accept the services called for by this Agreement when resumed by Bank on the terms and conditions herein contained. And in no event shall Bank ever be liable or responsible to you or any third parties for any damages by reason of loss of production or down time or loss of profits or income arising from any reason whatsoever. It is expressly understood and agreed by and between the parties hereto that the right to any such damages or any other consequential, incidental, special, exemplary or punitive damages is hereby expressly waived and no such claims for damages will be asserted by you against Bank.

22. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, representatives, successors, and assigns.

23. Applicable Law

This Agreement shall be construed and governed under and in accordance with the laws of the State of Texas (without regard to its conflict of laws principles), and all obligations of the parties created under this Agreement are performable in Hidalgo County, Texas, and venue of any dispute under this Agreement shall lie in Hidalgo County, Texas.

24. Further Documentation

You agree to execute and deliver to Bank such further or other documents or amendments and as may from time to time be necessary in order to effectuate more fully the provisions and intent of this Agreement.

25. Amendment

This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter of this Agreement. Bank may amend this Agreement (including Bank's fees) at any time by giving you at least thirty (30) days notice by either forwarding to you written notice of the amendment by mail, e-mailing the amendment to you, or amending this Agreement as it appears on Bank's website. You agree that any amendments to this Agreement made by Bank may be made by electronic communication, including by sending it to you by e-mail or by posting it on a link on Bank's website, at least thirty (30) days prior to its becoming effective. The existing Account agreement between you and Bank shall not be altered by this Agreement but shall continue to be effective.

26. Termination

You understand that Bank may cancel this Agreement, or one or more of the Online Banking Services at any time, with or without cause, by giving written notice to you as provided herein, unless Bank's reason for termination is an abuse of the Online Banking Services or to prevent a loss. You may terminate this Agreement or one or more of the Online Banking Services with or without cause (a) if you close your Accounts with Bank, or (b) by notifying the Bank in writing of your desire to terminate this Agreement and sending your notification to the mailing address listed in Section 11 of this Agreement. You understand that any event of termination does not release you from any fees or other obligations incurred prior to the date of termination.

Accept Do Not Accept

Last revised November 12, 2018