

TEXAS BANK
Mobile Banking and Mobile Deposit Service Agreements

Mobile Banking Service Agreement

1. **Description of Service.** The Mobile Banking Service is a personal financial information management service that allows you use a Wireless Device to access available Account information, make payments to eligible Payees who have previously been created through the Online Banking Service, and make such other transactions as are described on our website. In order to use the Mobile Banking Service, you must first enroll for, and maintain enrollment in, the Online Banking Service, and you must follow our instructions for enrolling and activating your Wireless Device. You also may be required to accept or acknowledge other terms, provisions, or conditions in order to use certain features or functionality of the Mobile Banking Service. Such terms, provisions, and conditions constitute a part of the Mobile Banking Service terms and the Agreement. When you ask us to activate the Mobile Banking Service, and each time you use or allow others to use the Mobile Banking Service, you confirm your agreement to abide and be bound by the terms and conditions of the Mobile Banking Service as in effect at that time.
2. **Use of the Mobile Banking Service.** When you enroll for the Mobile Banking Service, designated available Accounts and Payees linked to you through the Online Banking Service will be accessible through the Mobile Banking Service. The Mobile Banking Service will not work unless you use it properly. You accept responsibility for making sure that you understand how to use the Mobile Banking Service before you actually do so, and then that you always use the Mobile Banking Service in accordance with the Online Access Agreement you accepted upon commencement of that service. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Mobile Banking Service software. We may change or upgrade the Mobile Banking Service from time to time. In the event of such changes or upgrades, you are responsible for making sure that you understand how to use the Mobile Banking Service as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking Service or your Wireless Device. We reserve the right to modify the scope of the Mobile Banking Service at any time. We reserve the right to refuse any transaction you request through the Mobile Banking Service. You agree and understand that the Mobile Banking Service may not be accessible or may have limited utility over some mobile networks, such as while roaming.
3. **Agreements.** You agree that when you use the Mobile Banking Service, you will remain subject to the terms and conditions of all your existing agreements with us (including, but not limited to, the terms and provisions applicable to the Online Banking Service) and that the terms of the Mobile Banking Service do not amend or supersede any of those agreements, except as expressly provided in this Mobile Banking Service Agreement. Any agreement you may have with our affiliates and/or any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider, also remain in full force and effect. You understand that other agreements you may have with us, our affiliates, and/or any unaffiliated service providers may provide for fees, limitations, and restrictions which might impact your use of the Mobile Banking Service (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with the Mobile Banking Service, including while downloading the Mobile Banking Service Software, receiving or sending Mobile Banking Service text messages, or other use of your Wireless Device when using the Mobile Banking Service software or other products and services provided through the Mobile Banking Service), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with such carrier or provider without involving us. You also agree that if you have any problems with the Mobile Banking Service, you will contact us directly.
4. **Software License Agreement.** Subject to your compliance with the terms of the Mobile Banking Service and the terms of the Agreement, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license ("License") to download, install and use the Mobile Banking Service software on your Wireless Device within the United States

and its territories. In the event that you obtain a new or different Wireless Device, you will be required to download and install the Mobile Banking Service software to that new or different Wireless Device. This License shall be deemed revoked immediately upon (i) termination of the Mobile Banking Service, (ii) termination of the Online Banking Service, (iii) your deletion of the Mobile Banking Service software from your Wireless Device, or (iv) notice to you at any time, with or without cause. In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Mobile Banking Service software from your Wireless Device. In the event of the revocation of the License, your obligations which are accrued and owing or which expressly or by implication survive such revocation, shall survive.

5. **Additional Usage Obligations.** When you use the Mobile Banking Service to access your Accounts, you agree to the following terms (which terms shall survive any revocation of the License):
 - a) **Account Ownership/Accurate Information.** You represent that you are the legal owner of the Accounts and other financial information which may be accessed through the Mobile Banking Service. You represent and agree that all information you provide to us in connection with the Mobile Banking Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Mobile Banking Service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
 - b) **Proprietary Rights.** You are permitted to use content delivered to you through the Mobile Banking Service only in connection with your proper use of the Mobile Banking Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking Service technology, including, but not limited to, any Mobile Banking Service software or other mobile phone applications associated with the Mobile Banking Service.
 - c) **User Conduct.** You agree not to use the Mobile Banking Service or the content or information delivered through the Mobile Banking Service in any way that would (i) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Mobile Banking Service software, (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Mobile Banking Service to impersonate another person or entity, (iii) 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), (iv) be false, misleading or inaccurate, (v) 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, (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (vii) potentially be perceived as illegal, offensive or objectionable, (viii) interfere with or disrupt computer networks connected to the Mobile Banking Service, (ix) interfere with or disrupt the use of the Mobile Banking Service by any other user, or (x) result in unauthorized entry or access to the computer systems of others.
 - d) **No Commercial Use or Re-Sale.** You agree that the Mobile Banking Service is for personal use only. You agree not to resell or make commercial use of the Mobile Banking Service.
 - e) **Indemnification.** Without limiting any of your other obligations to us under the Agreement, you agree to protect and fully compensate us and our affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of the Mobile Banking Service, your violation of any of the terms of the Mobile Banking Service or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.
6. **Charges for the Service.** You agree to pay for the Mobile Banking Service in accordance with our current fee schedule and as amended from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with your use of the Mobile Banking Service. In the future, we may add to or enhance the features of the Mobile Banking Service. By using such added or enhanced features, you agree to pay for them in accordance with the fee schedule.
7. **Mobile Banking Service Limitations.**

- a) Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to the Mobile Banking Service. These difficulties may result in loss of data, personalization settings or other Mobile Banking Service interruptions. Neither we nor any of our service providers assumes responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile Banking Service.
 - b) Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network which you utilize to access the Mobile Banking Service.
 - c) You agree to exercise caution when utilizing the Mobile Banking Service application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.
 - d) Financial information obtained through the Mobile Banking Service (including, without limitation, any text message alerts) reflects the most recent account information available through the Mobile Banking Service and may not be accurate or current. You agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. Certain features, functions, and Services available through the Online Banking Service or at our Online Banking website may not be available using the Mobile Banking Service.
 - e) The Mobile Banking Service may not be available through all mobile service providers and carriers, and some mobile phones and other wireless devices may not be supported as Wireless Devices in connection with the Mobile Banking Service. You are responsible for periodically referring to our website to determine currently supported mobile service providers, carriers, and Wireless Devices and for ensuring that you satisfy all technical requirements for using the Mobile Banking Service.
8. **Changes or Cancellation.** You may cancel your participation in the Mobile Banking Service by calling us at (903) 657-1466. We reserve the right to change or cancel the Mobile Banking Service at any time without notice. We may also suspend your access to the Mobile Banking Service at any time without notice and for any reason, including but not limited to, your non-use of the Mobile Banking Service. Termination of the Online Banking Service will result in the termination of the Mobile Banking Service. You agree that we will not be liable to you or any third party for any modification or discontinuance of the Mobile Banking Service.
9. **Third Party Beneficiaries.** You agree that our Mobile Banking Service providers (including any provider of Mobile Banking Services software) may rely upon your agreements and representations in this Agreement, and such service providers are third party beneficiaries of such agreements and representations, with the power to enforce those provisions against you, as applicable and as the circumstances or context may require

Mobile Deposit Service Agreement

This Mobile Deposit User Agreement contains the terms and conditions for the use of Texas Bank's (TB's) Mobile Deposit services that Texas Bank ("TB", "us" or "we") may provide to you ("you" or "User"). Other agreements you have entered into with TB, including but not limited to the Depository Agreement and Disclosures governing your TB account, Online Banking Agreement and Disclosure, are incorporated by reference and made a part of the Agreement. In the event of a discrepancy between this Agreement and other agreements, the terms of this Agreement shall control.

1. **Services.** The Mobile Deposit services ("Services") are designed to allow you to make deposits to your checking or money market accounts from your mobile device by electronically transmitting a digital image of your paper checks to TB. There is currently no charge for the Services. We may, upon at least 30 days notice to you, to the extent applicable by law, charge a fee for use of the Mobile Deposit services. If you continue to use the Mobile Deposit Services after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time.

2. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, TB reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.
3. **Limitation of Service.** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.
4. **Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by TB from time to time. TB is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.
5. **Eligible items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to TB shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Texas.
6. **Unacceptable Items for Deposit.** You understand and agree that you will not use the Services to deposit the following items:
 - a) Any third party check (any item that is made payable to another party and then endorsed to you by such party.
 - b) Any item drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
 - c) Any item that contains evidence of alteration to the information on the check.
 - d) Any item that is not complete, such as missing payee, signature, date, etc.
 - e) Any check or item previously converted to a substitute check, as defined in Reg CC.
 - f) Any items drawn on a financial institution located outside the United States.
 - g) Any item not payable in United States currency.
 - h) Any item dated more than 6 months prior to the date of deposit).
 - i) Any item that has been re-deposited or returned such as "non-sufficient funds" or "refer to maker" or returned for any other reason.
 - j) Any remotely created checks, as defined in Reg CC.
 - k) Any item prohibited by TB's current procedures relating to the Services or which are otherwise not acceptable under the terms of your TB account.
7. **Image Quality.** The image of an item transmitted to TB using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house association. (TB reserves the right to reject any check image that is skewed, not clear, or that is suspicious in any manner).
8. **Eligibility.** To use Texas Bank Mobile Deposit, you must have been a customer of Texas Bank for at least 30 days with a checking or money market account and your account must be in good standing. Failure to abide by the terms of this agreement may void your eligibility at Texas Bank's sole discretion.
9. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as "For mobile deposit" and your signature or as otherwise instructed by TB. You agree to follow any and all other procedures and instructions for use of the Services as TB may establish from time to time.
10. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services, 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 by bank when you receive a confirmation from TB that we have received the image. **Receipt of transformation confirmation does not mean that the transmission was error free or complete or that it has been accepted for deposit or that it will be credited to your account. All items will initially show accepted,**

however the item may be rejected after review by TB. You should monitor the item status in the app to determine the current status of the item. The item submitted for deposit will be considered received when the amount of the item is reflected in your account history as a credit to your account.

11. **Items Returned Unpaid.** A notice will be sent to you of transactions we are unable to process because of returned items. With respect to any item that is transmitted to you for remote deposit that is credited to your Account, in the event such item is dishonored, you authorize us to debit the amount of such item from the Account, including any applicable fees. Check images that are returned for image quality adjustments will have to be submitted in paper to TB upon receipt of notice of such, to be physically reprocessed; they may not be re-scanned.
12. **Email Address.** You agree to notify us immediately if you change your email address, as this is the email address where we may correspond to you in regards to remotely deposited items. Texas Bank is not responsible for incorrect email addresses, undeliverable emails or emails undelivered for any cause beyond our control. If you use a spam filter, which blocks or re-routes e-mails from senders not listed in your e-mail address book, you must add contactus@texasbnk.com to your e-mail address book.
13. **Availability of Funds.** You agree that items transmitted using the Services are subject to the funds availability requirements of Federal Reserve Board Regulation CC.
14. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from TB that we have received the image of any item, you must securely store the original check for 15 business 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 5 business days, at your expense, the requested original check in your possession. If not provided within 5 business days the amount of the check being requested will be removed from your account. Promptly after 15 business days from original check transmission, you must destroy the original check **by marking it "VOID" and then cross-cut shredding or another commercially acceptable means of destruction.** *After destruction of an original check, the image will be the sole evidence of the original check.*
15. **Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$3,000.00 per business day. Daily and monthly deposit limits may vary for users of other Services. Refer to our Deposit Agreement (*Your Ability to Withdraw Funds* Section) for full definition of Business Day.
16. **Business Day and Availability Disclosure.** You understand the Services are available Monday through Friday before 6:00 p.m., Central Standard Time (CST). Transmissions processed during holidays, any other day we are not open for business, or such other hours as established by us from time to time are treated as occurring on the next business day.
17. **In Case of Errors.** In the event that you believe there has been an error with respect to any original check or image thereof transmitted to us for deposit or a breach of this Agreement, you will immediately contact us regarding such error or breach as set forth below:
Telephone: 1-903-657-1466 or toll free 888-682-3375
Or write: Texas Bank
PO Box 1990;
Henderson, TX 75653-1990
18. **Presentment.** The manner in which the items are presented for payment, and collected shall be in TB's sole discretion subject to the Depository Agreement and Disclosures governing your account.
19. **Ownership & License.** You agree that TB and our vendors retain all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to TB's business interest, or (iii) to TB's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce,

distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

20. **Change in Terms.** We may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying you of such change and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time your use of the Services after receipt of notification of any change by us constitutes my acceptance of the change.
21. **Termination of the Services.** You may, by written request, terminate the Services provided for in this Disclosure and Agreement. At our sole discretion we may revoke your privilege of using the Services at any time. In the event of termination of the Services, you will remain liable for all transactions performed on your Account.
22. **Relationship to Other Disclosures.** The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.
23. **Governing Law.** You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of Iowa notwithstanding any conflict-of-laws doctrines of such state of other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of Texas.
24. **DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.
25. **LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF TB HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
26. **User warranties and indemnification.** You warrant to TB that:
 - a) You will only transmit eligible items.
 - b) Images will meet the image quality standards.
 - c) You will not transmit duplicate items.
 - d) You will not deposit or re-present the original item.
 - e) All information you provide to TB is accurate and true.
 - f) You will comply with this Agreement and all applicable rules, laws and regulations.

You will agree to indemnify and hold harmless TB from any loss for breach of this warranty provision.