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VIII. AGREEMENT TO TERMS AND CONDITIONS (Page 14)

I. GENERAL DESCRIPTION OF AGREEMENT

This Business Online Banking Service Agreement is entered into by and between the “Customer” and Jefferson Bank, San Antonio, Texas (“the Bank”) and is between the Bank and the Customer, the terms of which are incorporated herein by reference. The Bank and the Customer agree that the Jefferson Business Online Banking Services described below shall be subject to the Terms and Conditions as set forth in this Agreement. In the event of an inconsistency between a provision of this Agreement and the Texas Business and Commerce Code or any other law or regulation, which permits waiver or modification by agreement, the provisions of this Agreement shall prevail.

A. Online Banking Service Agreement

The Agreement governs the use of online banking services known as **Jefferson Business Online Banking** (“**Jefferson Services**”) and applies only to Business Customers. Jefferson Services provides access to your Deposit Account(s), Loan Account(s) and Check Card information via the Internet. You agree that no transactions will be made using Deposit Accounts or Loans Accounts established primarily for personal, family or household purposes. You make this Agreement on behalf of you and all of your users. In addition, you agree that by giving any person access to Jefferson Services you expressly accept all liability under the Agreement for you or any of the designated users.

B. Review and Acceptance of Agreement

The Customer understands that they should read this Agreement carefully before enrolling for Jefferson Services and before accepting the Agreement in accordance with the Terms and Conditions stated below.

C. Compliance with All Laws

THE CUSTOMER AGREES NOT TO USE JEFFERSON’S SERVICES TO INITIATE ANY TRANSACTIONS THAT VIOLATE ANY LAWS OF THE STATE OF TEXAS OR THE UNITED STATES.

D. Relation to other Jefferson Bank Agreements

Deposit Account(s), Loan Account(s) or any other accounts accessed through Jefferson Services continue to be governed by any applicable depository, loan, or other Agreements. The Customer understands that the execution of this Agreement does not alter any Terms and Conditions of agreements governing the Bank accounts unless expressly altered herein. The Customer acknowledges they have read and understand these related agreements and statements before they use Jefferson Services.

II. ONLINE BANKING SYSTEM & SECURITY FEATURES

A. System Requirements

The Customer understands that to use Jefferson Services, they must first obtain access to the Internet with compatible hardware, software and web browser. The Bank requires that the Customer use a web browser that supports adequate security measures including SSL encryption technology, or additional security measures as the Bank may require. Obtaining and maintaining adequate Internet access is the Customer’s responsibility, and the Customer is solely responsible for any computer virus or related problems that may be associated with the use of Jefferson Services via the Internet.

B. Virus Protection

The Bank is not responsible for any electronic virus or viruses that the Customer may encounter. The Bank encourages the Customer to routinely scan their PC and other electronic media using a reliable virus product to detect and remove any viruses. Undetected or un-repaired viruses may corrupt and destroy programs, files and hardware.

C. Internet Security Information

The Bank's Online Banking System is part of the Jack Henry Financial Network that utilizes a comprehensive security strategy to protect the Customer's accounts and transactions conducted over the Internet. In addition to the Bank's log-on security, we use a Secure Socket Layer ("SSL") encryption technology for all components of the Online Banking System. This technology is automatically activated by the Customer's browser when the Customer attempts to connect to the Online Banking System, which supports 128 bit key lengths. Whenever SSL is securing the Customer's communications, the browser will indicate the session is secure by the appearance of a small padlock icon at the bottom of the screen. During use of the Bank's Online Banking System, the Bank will pass a persistent "cookie" to the Customer's browser for identifying the Customer during the session. A "cookie" is security data that is given to a browser by a web server that is returned by the browser on subsequent transmissions to identify the user and encryption information. When the Customer logs onto the Online Banking System, the cookie enables the Bank to process multiple transactions during the session without the Customer having to provide the User ID and Password for each individual transaction. After the Customer logs off, or after ten (10) minutes, the cookie is no longer accepted and must be renewed by requiring the User ID and Password to be reentered. The Bank does not (and cannot) use these cookies to obtain new information about Customer.

In addition to the security measures described above, there may be other security notices posted on the Bank's web site regarding security issues. It is the Customer's responsibility to read all applicable notices. The Bank's Online Banking System utilizes a combination of User ID, Password, Watermark Images and Multifactor Authentication for Customer's security.

Watermark Images

The Customer will be asked to select an image upon initial log in from a random selection of available images. This Watermark appears on every log in after Customer enters its User ID. The Watermark validates the Customer's Password entry into the Bank's Online Banking System.

Multifactor Authentication

Multifactor Authentication provides protection beyond that of a User ID and Password. It is information that only the Customer knows. Multifactor Authentication monitors for uncharacteristic or unusual behavior involving Customer's account. If a pattern or behavior outside of Customer's usual behavior is detected, the Bank will require the Customer to verify their identity.

Due to these security features, the Customer should expect to be prompted at some point while banking online to enter additional information. The Customer may be asked to enter additional information including, but not limited to, choosing several security questions that only the Customer knows the answers to, as well as supplying phone numbers where the Customer can be reached while banking online. In the event the System detects any unusual or uncharacteristic activity, the Bank will require the Customer to either answer security questions or accept a phone call from the Bank to authenticate its identity.

D. E-mail Communications and Security Warnings about Phishing, Spoofing, and other Forms of Identify Theft

The Customer may send secure messages to the Bank over the Internet by logging into Jefferson Services with their User ID and Password and by selecting the "Contact Us" button available on each screen on the Online Banking System. The Bank strives to maintain the privacy and security of customer confidential data and private information. In addition, Customer understands and is aware of certain types of Internet scams commonly referred to as "Phishing" and "Spoofing" whereby fraudsters attempt to make Internet users believe they are receiving e-mails from a trusted source, or that they are securely connected to a trusted web site, when that is not the case. Many of these scams attempt to collect confidential and private information so that the perpetrators can commit credit card fraud, bank fraud, or other forms of identity theft.

The Bank will never send an e-mail requesting any of the following confidential and private information to be returned to the Bank via e-mail, and the Customer shall not return such information via e-mail in response to any e-mail even if it appears to come from the Bank: complete account number with Bank, tax identification number, complete ATM/Check Card numbers or PINs, User ID, Password, or any other confidential and private information. The Bank will also never send an e-mail asking the Customer to “click here” or “click on this link” to update account information. All legitimate e-mail messages from the Bank will instruct the Customer to log into Jefferson Services in order to update or transmit any confidential or private information.

The Bank cautions its Customers that when viewing unsolicited e-mail purportedly coming from Jefferson Bank the following is important to be considered:

- Customer should not trust e-mail headers because they can be easily forged.
- Customer should not complete forms in e-mail messages because a return e-mail message may not necessarily be returned to Jefferson Bank, or may be misrouted on the way to the Bank.
- Customer should only complete confidential or private information while logged into Jefferson Services because logging in establishes a secured connection with the Bank.
- Customer should notify the Bank immediately if their User ID or Password has been transmitted to a web site other than the official Jefferson Bank Site or has been compromised.

E. Disclaimer of Warranty

No warranties with respect to Online Banking are made by the Bank nor does it warrant that the Online Banking System will meet specific requirements of the Customer. The Bank makes no warranty of any kind, either express or implied, with respect to the use of the Online Banking System. Bank disclaims any and all implied warranties of the merchantability and fitness for a particular purpose. The Customer assumes the entire risk as to the quality and performance of the Online Banking System and documentation.

III. ENROLLMENT AND ACCOUNTS FOR JEFFERSON SERVICES

A. Enrollment and Application

The Customer may enroll for Jefferson Services by completing the Business Online Banking Application on the Jefferson Bank Web Site at jeffersonbank.com. The Application may be either mailed to Jefferson Bank, Attention: Electronic Banking Department, PO Box 5190, San Antonio Texas 78201 or faxed to (210) 736-7233. Application may also be delivered to any of Jefferson Bank's Banking Centers. The information on the Application will be validated against information listed on bank records before Jefferson Services are made available to the customer. The Customer will be notified by regular mail, to the address on file, when Customer's account is accessible through the Bank's Online Banking System.

B. Enrollment of Account Manager Access

Business owner may delegate limited access for balance information and account transfers to designated employees, account managers, and/or accountants. By authorizing access to the Online Banking System, the business owner accepts all liability and transactions processed using Account Manager Access services. Business owner agrees to all the terms and conditions outlined in the Business Online Banking Agreement and the Account Manager Access Agreement. The Account Manager Access Application may be either mailed to Jefferson Bank, Attention: Electronic Banking Department, PO Box 5190, San Antonio Texas 78201 or faxed to (210) 736-7233. Application may also be delivered to any of Jefferson Bank's Banking Centers. The information on the Application will be validated against information listed on bank records before Jefferson Services are made available to the Customer. The Customer will be notified by regular mail, to the address on file, when the Customer's account is accessible through the Bank's Online Banking System.

Services Offered by Account Manager Access (AMA) Service:

- Real-time account balances
- Transfers between business accounts
- Transaction history
- Images of cancelled checks
- Bank statements
- Business loan information
- E-mail alerts for transaction activity
- Send secure e-mail to Online Banking Specialist

C. Accounts

The Customer may request access to any account the Customer owns or is an authorized signer on. If the Customer desires payment initiation or account transfer services, the Customer must obtain the required withdrawal authority over the account in order to complete the transaction. By using Jefferson Services, the Customer agrees to maintain one or more accounts with the Bank and to keep sufficient balances in any account to cover any transactions and fees that are assessed by or related to the Online Banking System. If the accounts added to Jefferson Services have multiple signers, the Customer agrees that access to the information and all transactions initiated by the use of the User ID and Password are authorized unless the Bank has been notified in writing to cancel the service. The Customer must notify the Bank immediately by visiting any Jefferson Bank locations, or in writing at Jefferson Bank, Electronic Banking Department, PO Box 5190, San Antonio, TX 78201, if any authorized signer has been removed from their bank account, in order to terminate access to the Online Banking System. The Bank shall not be held liable if the Customer fails to provide this notification to the Bank. **If the Account(s) the Customer designates for Jefferson Services has a dual or special signature requirement (for account transaction and/or inquiries) on the Deposit Agreement, the Customer agrees that access to the information and all transactions initiated by the use of the User ID and Password on the Online Banking System are authorized unless the Bank has been notified in writing to cancel the service.**

IV. USING JEFFERSON SERVICES**A. Services Offered**

The Customer may use Jefferson Services to access Deposit Account(s) or Loan Account(s) on which they are a signer or for which they have unrestricted right to withdraw or perform transactions. The Bank reserves the right to limit the type of accounts that customer may access, or may restrict access to Deposit, Loan or other account(s) for any reason and in its sole discretion.

Jefferson Services include:

- Real Time Account Balances
- View Check Images and Statements
- Transfers
- Stop Payments
- Bill Payments
- 90 Day Historical Downloads
- Transaction Downloads
- Account Alerts (Balance Notification, Non Sufficient Funds, Clearing Items)

- Activate and Deactivate ATM/Check Cards
- Loan Payments & Advances
- Automatic Reset of Passwords
- Activate & deactivate Mobile Banking
- Activate & deactivate e-Statements & Notices

B. Account Manager Access (AMA) Service

Account Manager Access is an online option for our business customers to authorize office managers, key employees, or CPA's access to accounts. You determine the level of access. With AMA, authorized individuals who are not signers on your account can utilize the options offered by Account Manager Access Services:

- Real time account balances
- Transaction history
- Bank statements
- Stop payments
- Transfers between business accounts
- Images of cancelled checks
- Business loan information
- Archive bank statement to business computers
- Receive account alerts
- Send secure email to an Online Banking Specialist

Appointment of Business Agent: The Business Owner/Equivalent Officer appoints the Agent authorized on the Account Manager Access Application as its agent and agrees that the Agent may act on/in its behalf in utilizing the Jefferson Services.

Procedures: Agent shall follow the procedures outlined in the Business Internet Banking Agreement. Business Owner/Equivalent Officer represents that it is in compliance with the security procedures in the Business Internet Banking Agreement and it has in place appropriate and effective security procedures to protect and ratify each action taken by Agent. Agent acknowledges that he is aware of such security procedures and agrees to comply with each such procedure.

Indemnity: Business Owner/Equivalent Officer shall indemnify Jefferson Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any representation or agreement or any action taken on its behalf by Agent.

Relationship of Parties: Under this Addendum and for purposes of Jefferson Services, Agent is an agent of Company. Company acknowledges and agrees that Agent is acting on its behalf. Agent is not acting as an agent of Jefferson Bank

Termination of Agent: The Business Owner/Equivalent Officer agrees to notify the Bank in writing if the Business Agent has been terminated or the Account Manager Access should be revoked.

C. Terms for Transfers, Stop Payments and Bill Payment Services

If the Customer has selected Transfers, Stop Pay, and/or Bill Payment Services described herein, the following conditions shall apply:

1. **Transfers** – The Customer acknowledges that the Transfers feature of Jefferson Online Services is an alternate entry system for transferring funds between accounts at the Bank. Transfers initiated through the Online Banking System before 7:30 pm Central Standard Time (CST) on a business day are posted to the Customer's account the same day. Transfers completed after 7:30 pm (CST) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. The Customer understands that the Bank maintains the right to limit the dollar amount of Transfer requests executed by the Customer via the Online Banking System.

- a. A Transfer request delivered to the Bank via the Online Banking System will be verified as an authentic Transfer request of the Customer by the procedures and protocols specified by the Bank and pursuant to the identification protocols used by the Bank with respect to transmissions it receives via the Online Banking System.
 - b. The Customer understands there must be available balances in their account(s) with the Bank that are equal to or greater than the amount of the Transfer request(s).
 - c. According to Federal regulations, the Customer may not make more than a total of six (6) pre-authorized or automatic transfers or bill payments from Customer's Money Market Deposit Account or Savings Account during a given monthly statement period.
2. **Stop Payment Request** – The Customer acknowledges that the Stop Payment feature is an alternate entry system for issuing Stop Payment orders between the Customer and the Bank. When utilizing this feature, the Customer warrants that the information describing the check or draft, including the check or scheduled transfer date, its exact amount, the check number and payee, is correct. The Customer acknowledges that the exact amount of the check or draft is required, and if the incorrect amount or any other incorrect information is provided, the Bank will not be responsible for stopping payment on the item. The Customer agrees that the Stop Payment Request must be received by the Bank within a reasonable amount of time for the Bank to act on the order prior to final payment of the check, or if an ACH/EFT transfer, at least three (3) business days preceding the scheduled date of the pre-authorized ACH/EFT. A Stop Payment Request received by the Bank using this service will be accepted as if it is in written form, will be effective for six (6) months only, and will expire automatically at that time, without further notice, unless specifically renewed prior to expiration. This service is not available to cancel payments scheduled through the Bill Payment Services.
3. **Bill Payment Services** – Bill Pay Service available through Jefferson Services allows the Customer to instruct the Bank to transfer funds, either by Bill Payment Check or Electronic Payment to the Payee. By using this Bill Pay Service, the Customer authorizes the Bank to choose the Payment option which is the most efficient method to process the Customer's transaction.
 - a. **Limitations** – The Bank currently limits the Bill Pay Service to Checking Accounts. In the event that the Bank removes this limitation and allows bill payments from Money Market Accounts and Savings Accounts, transfers are limited by law to a maximum of six (6) pre-authorized, automatic transfers, or bill payments per statement cycle. The Bank reserves the right to refuse to honor any request for any payment and/or to limit the frequency and/or amount of any request for payment. The Bank will notify the Customer if a payment instruction will not be completed. However, notifications will not be sent if the Customer attempts to make payments that are prohibited under this Schedule. The Bank reserves the right to restrict types of payees to whom payments may be made using the Bill Pay Service from time to time. Customers should not use the Bill Pay Service to make payments to settle securities purchases, make tax payments or make court ordered payments. Payments to such payees will be the Customer's sole responsibility if not processed, delayed or improperly processed or credited.
 - b. **Insufficient Funds** – The Bank reserves the right to not pay any debit or other item that is drawn against insufficient or unavailable funds. If the Bank in its sole discretion pays an item against uncollected or insufficient funds, it shall assess the usual fees and charges as set forth in the Bank's current Deposit Account Agreement or any other fee schedule.
 - c. **Payment Scheduling** – Although payments may be scheduled for the current business day or any date in the future at any time, they will only be processed once a day at 12:00 pm CST. The Customer may only edit or delete a bill payment previously authorized for that business day prior to 12:00 pm CST. Any Bill Payment authorization received at Bank after 12:00 pm CST any business day may be considered authorized by the Customer on the following business day. Anything scheduled on a non-business day, or after the cut-off time, will not be processed until the following business day. Since the Bank must forward the funds and billing information to the payee, some lead-time for payments is necessary. The time frames generally will be determined by the way the payment is sent to the payee. If the Bank has to send a bill pay check in the U.S. Postal System, the Bank suggests sufficient time as 5 to 7 business days prior to the payee receiving the payment for processing at their address. If the payee accepts the payment electronically, the Bank generally defines sufficient time as 3 to 5 business days prior to the payee receiving the payment. If the Customer fails to provide proper instruction

or authorization in a timely manner as described herein, resulting in the payment being subject to additional fees, the Bank will not be responsible for the additional fees or any other consequence or penalty as a result of the tardy receipt of the payment. Neither is the Bank responsible if, in spite of the payments being made in a timely manner, the payee does not immediately act on receiving the payment or there is a delay by the postal service or in any method of delivery used for any reason. Notwithstanding the provisions in the Deposit Account Agreement, as well as any other agreement with the Bank, the Customer agrees that all bill pay debits and/or checks issued on the Customer's authorized bill pay instructions will be the same as if actually signed by the Customer.

Reoccurring bill payments may only be deleted during the period of time when the payment is designated to be "pending" on the Online Banking System. The Customer must verify the date of reoccurring bill payments on the Online Banking System when scheduled for the end of the month to ensure the bill payment is processed as designated when the last day of the month is not a business day. If the Customer chooses to delete payment instructions, such deletion will only be effective if initiated through the use of the Online Banking System.

- d. **Liability** – It is the Customer's responsibility to correctly enter the payee information including name, address, payment date, and account number to be credited (if any). Additionally, it is the Customer's responsibility that the correct amount is entered in order to cover that particular payment. The Bank will not be responsible for any errors made by the Customer in providing payee or payment information that may result in delayed, non-receipt or insufficient payments due to the payee. The Bank will not be liable for failure of the Online Banking System to create a bill payment if any of the following occurs:
- i. Funds are insufficient, uncollected, or unavailable in Customer's account to make the Bill Payment on the date a payment is scheduled to be sent;
 - ii. Funds are subject to legal process or other encumbrances restricting the payment or transfer;
 - iii. The Customer had knowledge of or questions about the possible malfunction of the Online Banking System when the Customer initiated the transaction and failed to notify the Bank;
 - iv. There are any delays in the handling of the payment by the Payee;
 - v. Natural disasters (fire, flood, tornado, etc.) or other uncontrollable circumstances (mail delays, power failures, etc.) prevent proper completion and delivery of transactions; or
 - vi. Other applicable laws and/or regulations exempt the Bank from liability.

The Bank will be liable for damages, as defined in this Agreement, where the Online Banking System caused a payment delay or failed to process a payment to be received by the payee/vendor by the tenth (10th) business day following the date your account was charged for the payment.

V. LIMITATIONS OF BANK LIABILITY

A. User ID and Password

The Customer understands that the Bank will rely on the User ID and Password as confirmation that the Customer has authorized all activity conducted on Jefferson Online Services to any Deposit, Loan, or other Accounts, including Transfers, Bill Payments, or any other fees incurred through the use of the Online Banking System.

The Customer shall be solely responsible for protecting against unauthorized access to the Online Banking System, through the use of Physical Security, Passwords and other Security Procedures. The Bank will be held harmless for processing any request received from the Customer using the Online Banking System. For security purposes, the Customer is required to change their Password upon initial login to the Online Banking System. The Customer will abide by the Password requirement of the Online Banking System, and the identity of the Password will not be communicated to the Bank. The Customer agrees that the Bank is authorized to act on instructions received under this **User ID and Password**. The Customer accepts responsibility for the confidentiality and security of the Password and agrees to change the Password as required every 180 calendar days. The Customer will receive an alert message 14 calendar days

prior to expiration of the Customer's Password. Upon three (3) consecutive unsuccessful attempts to use the Password, access to the Online Banking System will be denied. To re-establish authorization to use the Online Banking System, the Customer must contact the Bank to have the Password reset or to obtain a new temporary Password. The Online Banking System also permits automatic Password reset functionality if the Customer has completed the challenge questions associated with this feature.

B. Funds Transfer

Where the Customer has access to the funds transfer features of the Online Banking System, the Bank will only accept transfer requests upon proper execution of security procedures that are entirely within the Customer's control. The Bank may consider funds transfers received from Customer as having been authorized by the Customer and the Bank shall be held harmless for executing any transfer.

C. Stop Payment Request

Where the Customer elects to execute Stop Payment requests through the Online Banking System, the Bank agrees to enter the Stop Payment on its main computer system within a reasonable period of time after receiving the request. Prior to requesting a Stop Payment, the Customer will first verify that the item has not already been posted to their account. If a stopped item has already been paid prior to the Bank's entry of the request, then the Bank shall not be liable for any loss incurred by the Customer arising from the event.

VI. DISCLOSURES FOR JEFFERSON BUSINESS ONLINE BANKING

A. Transfers

The Customer understands all Transfers must originate from a Deposit Account on which they are an authorized signer. The Bank reserves the right to refuse the acceptance of any particular Transfer for any reason. If the Customer has overdraft protection with the Bank, the Bank is authorized to make Transfers and/or advances to the designated Deposit(s) Accounts pursuant to the Bank's Overdraft Protection Agreement or Loan Agreement.

B. Limits

Unless otherwise provided in any other agreements the Customer may have with the Bank, the maximum dollar limit for all Transfers within a 24-hour period is equal to the available balance in any Deposit Account(s) or may be another maximum amount set by the Bank. If the Customer's Deposit Account does not have sufficient funds to complete the Transfer, the Bank may refuse to conduct the Transfer. If the Bank does complete the Transfer, the Customer is responsible for any overdrafts or fees that are generated. Transfers are limited by law to a maximum of (6) pre-authorized or automatic transfers or bill payments per statement cycle for money market and savings accounts.

C. Canceling Transfers

Customer understands that immediate transfers from accounts cannot be canceled once initiated and transmitted to the Bank. In order to cancel future-dated payments, the Customer must log into Jefferson Services and follow the directions provided for canceling Transfers.

D. Documentation

The Customer will receive a monthly statement for each Deposit Account(s) which will reflect the Transfers that have occurred during the monthly billing cycle.

E. Bank's Liability for Failure to Complete a Transaction

If the Bank does not complete a Transfer on time, or in the correct amount according to the Customer's instructions, the Bank may be liable for the Customer's proximately caused damages. However, there are some exceptions. The Bank will not be liable, for instance, if:

- Through no fault of the Bank, there are not sufficient funds in the Deposit Account to make the Transfer, or the account has been closed.
- Through no fault of the Bank, the Transfer would go over the credit limit or available amount on any applicable overdraft line for the Customer's Deposit Account(s).
- The Customer has not properly followed the scheduling instructions and requirements for making a Transfer according to this Agreement.
- Circumstances beyond the Bank's control prevented the Transfer, despite reasonable precautions that Bank has taken. Such circumstances include telecommunication outages, postal strikes, delays caused by other financial institutions, fires and floods.
- The Bank has placed a "hold" on any funds in the Customer's Deposit Account(s) in accordance with the Bank's rights under applicable laws or any other agreements between the Bank and the Customer.
- The Bank has received incomplete or inaccurate information from the Customer or a third party involving the Transfer.
- A court order, such as a garnishment or other legal process, prevents the Bank from making a Transfer.
- The Bank has a reasonable basis for believing that unauthorized use of Customer's User ID and Password on Deposit Account(s) has occurred or may be occurring.
- The Customer has defaulted under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with the Bank.
- The Bank or the Customer has terminated this Agreement

There may be other exceptions in addition to those listed above. If any of the above circumstances occur, the Bank will assist the customer upon their request to take reasonable efforts to reprocess a transfer that may not have been completed, or to correct an incorrect transfer that has been processed.

F. Notice of Your Rights and Liabilities

The Customer shall notify the Bank immediately if the Customer's User ID and Password have been compromised, lost, stolen or used without the Customer's authorization. Failure to notify the Bank immediately could result in the loss of all money accessible through use of the User ID and Password. Contacting the Bank at the telephone number listed in the Errors and Questions section is the best way of limiting the Customer's possible loss. The Customer could lose all the money in its account (plus Customer's maximum overdraft line of credit, if Customer has one).

If the Bank is notified within two (2) business days after the Customer discovers that the Customer's User ID and Password have been compromised, lost or stolen, the Customer can lose no more than \$50 if someone used it without the Customer's permission. If the Customer fails to notify the Bank within two (2) business days, and the Bank can prove the unauthorized use of the Customer's User ID and Password could have been prevented, the Customer could lose as much as \$500. If the Customer's statement shows unauthorized transfers, the Customer shall notify the Bank within 60 days after the statement is mailed to the Customer or viewed on Customer's computer. After 60 days, if the Bank can prove that it could have prevented someone from taking the money if notification had been provided, the Customer may not receive a refund from the Bank. If a good reason, (such as a long trip or hospital stay) prevented the Customer from notifying the Bank, the Bank shall allow a reasonable extension of the time periods.

G. Errors or Questions

In cases of errors or questions concerning transactions completed through the Online Banking System, the Customer shall, as soon as possible:

1. Contact the Electronic Banking Department at (210) 734-4311;
2. Write to the Bank's Electronic Banking Department at PO Box 5190, San Antonio, Texas 78201-0190; or

3. Initiate a payment inquiry through secure e-mail to info@jeffersonbank.com, using the Contact Button on the Online Banking System.

The following information shall be included:

1. The Customer Name;
2. Last (4) digits of account number and User ID;
3. Description of the error and an explanation of why Customer believes an error exists;
4. Amount of the error; and
5. For a Bill Payment error the last (4) numbers of the checking account number used to pay the bill, payee name, date the payment was sent, confirmation number, payment amount, and payee account number. Bank will notify Customer of the results of the investigation within ten (10) business days after Bank is notified or within 20 days for a new account. Bank reserves the right to take up to 45 days to investigate or up to 90 days to investigate for a new account. If Bank does not find an error, it will provide a written explanation to Customer within three (3) business days after the investigation is complete.

H. Disclosure of Account Information to Third Parties

Information to third parties about your account(s) or the transaction(s) will only be disclosed if at least one of the following applies:

1. It is necessary to complete a transaction;
2. To verify the existence and condition of Customer's account to a third party such as a credit bureau or merchant;
3. To comply with a governmental agency or court order;
4. If permission is given to us by you, which we may require to be in writing;
5. To collect information for internal use, the use of our service providers, and our servicing agents and contractors concerning Banks electronic funds transfer service;
6. It involves a claim by or against us concerning a deposit to or withdrawal from your account; or
7. Where otherwise required or permitted under state or federal laws and/or regulations.

VII. OTHER TERMS AND CONDITIONS

A. Charges and Fees

There is no service charge for accessing the Customer's accounts via the Online Banking System or for paying bills via the Bill Pay Service. Any other charges and fees payable by the Customer for Jefferson Services shall be at a rate specified by the Bank's applicable fee schedule and Deposit Account Agreement, as amended from time to time.

B. Amendments

The Customer understands the Bank reserves the right to amend this Agreement at any time. If amended, the Bank will notify the customer in writing by mail at least 21 days before the effective date of any changes to Deposit or Loan Accounts services that would result in increased liabilities, increased fees, a reduction in the types of available Transfers, or stricter limits on the frequency or dollar amounts of Transfers, unless such prior notice is otherwise excused by law.

C. Cancellation of Jefferson Services

The Customer's use of the Online Banking System may be canceled at any time by the Bank in whole or in part without prior notice due to insufficient funds in one of the Customer's accounts or due to other circumstances that may create an unanticipated liability to the Bank. If the Customer does not access the Online Banking System within 90 calendar days,

the Customer's access will be canceled. The Customer will remain responsible for all transactions approved by the Online Banking System prior to the cancellation, and for any other fees associated with the Jefferson Services. After cancellation, Jefferson Banking Services may be reinstated upon approval of a Bank officer and verification that sufficient funds are available in the Customer's accounts to cover any fees and other pending transfers or debits.

D. General Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, THE BANK SHALL NOT BE LIABLE FOR DAMAGES IN EXCESS OF ACTUAL LOSS DUE TO THE BANK'S FAILURE TO COMPLETE A TRANSFER, AND THE BANK WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER CAUSED BY THE EQUIPMENT AND/OR THE JEFFERSON SERVICES, NOR WILL THE BANK BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF CUSTOMER'S EQUIPMENT. THE JEFFERSON SERVICES ARE PROVIDED "AS IS." THE CUSTOMER UNDERSTANDS THAT THE BANK DOES NOT MAKE ANY WARRANTIES CONCERNING THE SERVICES INCLUDED, WITHOUT LIMITATIONS, ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR PARTICULAR PURPOSE.

E. Assignment

The Customer may not assign all or any part of the rights or obligations under this Agreement without the Bank's prior express written consent, which may be withheld in the Bank's sole discretion. The Bank may assign or delegate this Agreement or all or any part of its rights under this Agreement, including without limitation, the performance of Jefferson Services described herein.

F. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of Texas without reference to its conflict of laws principles. Any disputes arising from or related to this Agreement or use of Jefferson Services shall be governed by the laws of the State of Texas (without reference to conflicts of laws principals). In addition, any dispute arising from or related to the Customer's accounts with the Bank or Jefferson Services shall be governed by federal laws and regulations, Federal Reserve Bank Rules and Operating Circulars, local clearing house rules, Automated Clearing House rules, and general bank practices applicable to similar types of accounts.

THE CUSTOMER AGREES THAT ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR USE OF JEFFERSON SERVICES WILL BE SETTLED BY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT OR THE TEXAS ARBITRATION ACT, IN ACCORDANCE WITH APPLICABLE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). ALL ARBITRATIONS SHALL BE CONDUCTED IN ENGLISH AND SHALL OCCUR IN THE CLOSEST U.S. CITY TO THE CUSTOMER'S PERMANENT RESIDENCE IN WHICH AN OFFICE OF THE AAA IS LOCATED, OR IF THE CUSTOMER'S PERMANENT RESIDENCE IS OUTSIDE THE U.S., THEN IN SAN ANTONIO, TEXAS. IF THE BANK SHALL INITIATE ANY ARBITRATION, OR THE CUSTOMER INITIATES AN ARBITRATION AND THE AMOUNT OF THE CONTROVERSY IS LESS THAN \$300, THEN THE BANK SHALL BEAR THE COST OF THE ARBITRATION FEES; HOWEVER, IF THE ARBITRATOR SHALL FIND THAT THE CUSTOMER HAS INITIATED THE ARBITRATION PRIMARILY FOR THE PURPOSE OF HARASSMENT OR IN A VEXATIOUS MANNER, THE ARBITRATOR MAY AWARD SUCH FEES AS COSTS TO THE BANK. IF THE CUSTOMER INITIATES ARBITRATION AND THE AMOUNT IN CONTROVERSY IS \$300 OR MORE, THEN THE BANK AND THE CUSTOMER SHALL EQUALLY BEAR THE COST OF THE ARBITRATOR'S FEES. IN ANY ARBITRATION OR JUDICIAL PROCEEDING, EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN LEGAL FEES AND OTHER COSTS, UNLESS OTHERWISE REQUIRED BY LAW. JUDGEMENT MAY BE ENTERED UPON ANY AWARD IN ANY COURT HAVING JURISDICTION.

VIII. AGREEMENT TO TERMS AND CONDITIONS

The Customer acknowledges that they are responsible for complying with all terms of this Agreement and the terms governing any Deposit Account(s), Loan Account(s) or any other account(s) which they access using Jefferson Services.

BY USING JEFFERSON SERVICES, THE CUSTOMER AGREES THAT THEY HAVE READ AND UNDERSTAND THIS AGREEMENT, ACCEPTS THIS AGREEMENT WITHOUT MODIFICATION, AND WILL BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT JUST AS IF THE CUSTOMER SIGNED THE AGREEMENT. FURTHERMORE, THE CUSTOMER UNDERSTANDS THAT BY USING JEFFERSON SERVICES, THE CUSTOMER AGREES TO THE TERMS AND CONDITIONS AS THEY MAY BE AMENDED IN THE FUTURE. IF THE CUSTOMER DOES NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, THE CUSTOMER UNDERSTANDS THAT THEY SHOULD NOT USE JEFFERSON SERVICES.