

Jefferson Bank has revised its Online Banking Agreement in an effort to better serve your needs. We are requiring all Online Banking customers (including mobile banking customers) to agree to the revised terms and conditions in the new Online Banking Agreement. While we realize the terms of the new Online Banking Agreement are lengthy, our revised terms and conditions are now comprehensive and cover all of our consumer and business online and mobile products and services in one document. The Online Banking Agreement will also be posted within the Online Banking System for you to review at any time in the future.

ESIGN DISCLOSURE AND AGREEMENT TO ELECTRONIC DELIVERY

This ESIGN Disclosure and Agreement to Electronic Delivery (this "Agreement") applies to all legal and regulatory disclosures and communications we may provide related to your eligible Accounts as well as products and services offered by Jefferson Bank, including those accessible through jeffersonbank.com or Jefferson Bank's mobile application, and for which you elect to receive delivery from us in electronic form in lieu of receiving such disclosure or communication in writing, in the mail.

Our Online Banking Service was designed and built to provide records to you in electronic form. You cannot enroll in the Online Banking Service without agreeing to receive the Online Banking Agreement and other disclosures delivered through the Online Banking Service in electronic form.

If you consent, we may provide notices and disclosures to you in an electronic format. These disclosures may include, but are not limited to, the following:

- Updates or Amendments to our Online Banking Agreement;
- Monthly Account statements;
- Notice of change in Account terms;
- Notice of fee changes;
- Responses to any questions you may have about electronic funds transfers;
- Privacy and security notices; and
- Other information related to your Accounts with us.

Accounts may include, but are not limited to, Deposit Accounts (such as Consumer and Business demand, money market and savings accounts), Safe Deposit Box Accounts and Loan Accounts.

The terms "we," "us," "our," and "Bank" refer to Jefferson Bank. The terms "you" and "your" refer to each person, entity, Account owner(s) or authorized signer(s) identified on your Account. The term "Account" means the account(s) you have with us now or in the future. "Electronic Communication(s)" refers to the electronic transmission of any disclosure or communication related to your Account and/or any product or service that we are required by law to provide to you in writing.

1. Scope of Communication to Be Provided in Electronic Form

When you give your affirmative consent to receive Electronic Communications, you may receive disclosures and communications for all Account(s), products, and services electronically in lieu of receiving that information in paper format, in the mail. Electronic Communications may change from time to time. Your consent to receive Electronic Communications applies to all customer agreements or amendments thereto, including, but not limited to, agreements and amendments containing information we are required by law to provide to you in writing.

We will always post our most current Online Banking Agreement on our website.

We may also send you an external email notice and/or secure message through our Online Banking Service to inform you where other important disclosures or Account statements can be viewed on our website or within our Online Banking Service.

You may download or print all electronic notices and disclosures from your computer if you have the hardware and software described in the section entitled "Computer Requirements" below. You can also save copies of electronic notices and disclosures to your hard drive or other media for viewing and printing at a later time.

The Bank reserves the right to make additional types of Electronic Communications available to you. Please note that you must separately enroll in eStatements/Notices to receive Account statements and notices about your Accounts and Services electronically on the Online Banking System.

2. Electronic Delivery No Longer Available

The Bank reserves the right to discontinue providing any Electronic Communication in electronic form at any time. If an Electronic Communication will no longer be available, the Bank will provide a paper copy. We will notify you of any such change as required by law.

3. Change in Terms and Termination of Agreement

The Bank reserves the right, in its sole discretion, to change the terms and conditions of this Agreement at any time, or to discontinue the provision of Electronic Communications. We will provide you with notice of any such change or termination as required by law.

4. Method of Providing Electronic Communications to You

The Bank may deliver Electronic Communications to you by any of the following methods: (a) by posting a notice and making the information available to you through the Service; (b) by sending the information to an email address you have provided to the Bank; or (c) by sending the information to a wireless device you have designated; or (d) to the extent permissible by law, by access to a web site that the Bank will generally designate in advance for such purpose; (e) by requesting you download a Portable Document Format (.PDF) file containing the Electronic Communication; or (f) by any other electronic means we have mutually agreed upon. Delivery of Electronic Communications by any of these methods will be considered "in writing," and you intend that the Electronic Communications have the same legal effect as written and signed paper communications.

5. Right to Withdraw Consent

You have the right to withdraw your consent to receive Electronic Communication for any of your Accounts by changing your preferences on the Manage Enrollment page within the Online Banking System. You may also withdraw consent by calling Bank at (210) 736-7230. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of consent to receive Electronic Communication. Any withdrawal of your consent to receive Electronic Communication will be effective only after we have a reasonable period of time to process your withdrawal. Your subsequent paper format Account statements and all other paper documents will be sent to the mailing address the Bank has on file for you.

If your Account type requires the receipt of Electronic Communication as a feature of the Account, and you subsequently opt to receive paper instead of Electronic Communication, we may, at our discretion, close your Account, or change your Account to a type that offers paper documents.

6. How to Update Your Records

It is your responsibility to provide us with a true, accurate and complete email address, contact, and other information related to this Agreement and your Account(s), and to maintain and update promptly any changes in this information. You can update information, such as your email address, within the Online Banking System or by contacting the Bank at (210) 736-7600. You must maintain a valid email address on file with the Bank as a condition of participating in Electronic Communication.

7. Computer Requirements

Please refer to our website <https://www.jeffersonbank.com/flipbook/systems-requirements> for computer hardware and software specifications necessary to access Bank Services, process transactions, view, and retain Electronic Communication.

8. Requesting Paper Copies

We will not send you a paper copy of any Electronic Communication unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of your Electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the Electronic Communication to you.

To request a paper copy, contact Bank at (210) 736-7600.

There are no fees or charges to access your Electronic Communications. We may charge you a reasonable service charge, of which we've provided you prior notice, for the delivery of paper copies of any Electronic Communication. We reserve the right, but assume no obligation (unless you request us), to provide a paper (instead of electronic) copy of any documentation that you have authorized us to provide electronically.

9. Communication in Writing

All communication in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Agreement and any other Electronic Communication that is important to you.

10. Legal Section

You will ensure the confidentiality of your Online Banking password and you agree to indemnify, defend, and hold harmless the Bank and its successors, assigns, affiliates, officers, employees, directors, and agents against any loss, claims, damages, judgments, awards, legal obligations, costs or expenses, including without limitation, all fees, and expenses of the Bank's counsel based upon, arising out of, or related in any way to your consent to receive Electronic Communication.

11. Federal Law

You acknowledge and agree that your consent to Electronic Communication is being provided in connection with a transaction that is subject to the federal Electronic Signature in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

12. Consent Agreement

You hereby give affirmative consent for the Bank to provide Electronic Communications to you as described herein. You further agree that your computer complies with the hardware and software requirements specified above and that you have provided us with a current email address to which we may send Electronic Communications for you.

By selecting "Accept," you agree that you have read, understand, and agree to the terms and conditions of this Agreement and you consent to receive Electronic Communications. If you do not agree to the terms and conditions of this Agreement, you must exit enrollment in Online Banking and must not select "Accept."

**JEFFERSON BANK ONLINE BANKING AGREEMENT
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Jefferson Bank Online Banking Agreement

PLEASE REVIEW THIS AGREEMENT CAREFULLY. BY CLICKING “I AGREE” BELOW OR OTHERWISE USING OR ACCESSING THE SERVICES DESCRIBED HEREIN, YOU ARE ACCEPTING THIS AGREEMENT AND AGREEING TO BE BOUND BY ALL TERMS AND CONDITIONS SET FORTH HEREIN. BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT WILL APPLY TO AND GOVERN YOUR USE OF ANY AND ALL ONLINE BANKING SERVICES OFFERED BY JEFFERSON BANK, INCLUDING, BUT NOT LIMITED TO, THE ONLINE BANKING SYSTEM, MOBILE APP, AND WEBSITE, AND THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, AND YOU WILL CREATE A VALID AND BINDING LEGAL CONTRACT BETWEEN YOU AND JEFFERSON BANK. THE TERMS AND CONDITIONS OF THIS AGREEMENT PROVIDE, AMONG OTHER THINGS, THE FOLLOWING:

- Waiver of multiple signature requirements on Accounts;
- Consent to binding arbitration; and
- Waiver of certain liability we might have to you (or limitations regarding the same).

1. What This Agreement Covers

This Online Banking Agreement (this “Agreement”) is entered into by and between the undersigned customer (“Customer,” “you,” or “your”) and Jefferson Bank, San Antonio, Texas (“Bank,” “us,” or “we”). This Agreement covers your use of the Bank’s Online Banking Services and applies to consumer and business customers. The Bank’s Online Banking Services provide access to your Accounts and ATM and check card information via the Internet. As used herein, the term “Account” means the account(s) you have with us now or in the future. The Online Banking Services include, but are not limited to, the following services, to the extent the Bank now, or in the future, chooses to offer such services:

- View Account balances
- View check images
- View deposited items
- Make internal and external transfers (consumer Accounts only)
- Make loan payments and loan advances
- Submit stop payment requests
- Make bill payments
- Order checks
- Change your email address, mailing address, and other contact information
- Receive Electronic Communications (as defined in the ESIGN Disclosure and Agreement to Electronic Delivery)
- Enroll in Account alerts (e.g., balance, insufficient funds, and clearing item notifications)
- Activate, suspend, and report a lost or stolen debit card
- Enroll in Account aggregation
- Download transaction history and data using Intuit products
- Send and receive secure messages
- Access Mobile Banking
- Make Mobile Deposits
- Intuit and Quicken integration

Access to the Online Banking Services will be provided through the Bank’s online banking system (“Online Banking System”) or through software (the “Mobile App” or “App”) designed for your mobile phone, tablet, or wearable device (each, a “Mobile Device”). Our “Website” refers to all jeffersonbank.com websites and all other web pages maintained by us and accessible through jeffersonbank.com. It also includes any other website or web pages you can access only after you, or a person for whom you are acting as an Authorized Party or have designated as an Authorized Party, enter into this Agreement. It does not include

any website that has its own separate agreement governing online access, or any other third-party website not hosted and/or maintained by the Bank.

You understand that industry standards for online banking are dynamic and constantly developing. By consenting to this Agreement, you acknowledge and understand that there are risks to online delivery of and access to banking services, including but not limited to delay or failure of delivery due to technical difficulties, weather conditions, and matters beyond our reasonable control. You have considered the risk associated with online delivery of and access to banking services and our Security Procedures offered and provided for herein in connection with the use of the Services and updated and amended from time to time. By using the Online Banking Services, including, but not limited to, the Online Banking System, Mobile App, and Website, you acknowledge and agree that our Security Procedures are commercially reasonable.

2. Other Bank Agreements with the Bank

The terms and conditions of this Agreement are in addition to, and shall supplement, the terms, conditions, rules, and regulations that apply to any of your existing Accounts or services of the Bank which you currently use. Without limiting the foregoing, this Agreement is in addition and supplemental to: a) any Account Agreement you have regarding any Account(s) you have with the Bank; b) the E-SIGN Disclosure and Agreement to Electronic Delivery between you and us (your agreement to such being a condition of your access to and use of the Online Banking Services offered hereunder); c) the Website Terms and Conditions, found at jeffersonbank.com/website-terms-conditions; d) the terms or instructions presented when enrolling for, activating, accessing, or using any services in the Online Banking System or through a Mobile Device; e) our rules, procedures and policies, as amended from time to time, that apply to the Online Banking Services; f) any then-current rules and regulations of any funds transfer system, or payment system used in connection with any Account you access through Bill Pay; and g) state and federal laws and regulations, as applicable. If this Agreement conflicts with any other agreement you have with us, then this Agreement will control and take precedence, but only to the extent necessary to resolve the conflict or inconsistency. 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.

The information you provide to the Bank and its third-party service providers, including your personal information, is subject to the terms of the Bank's Privacy Policy, available at jeffersonbank.com. By using the Online Banking Services, including, but not limited to, the Online Banking System, Mobile App, and Website, you represent that you have read, understood, and agreed to the Bank's Privacy Policy.

3. Online Banking Services

Subject to the terms and conditions of this Agreement, you may use the Online Banking Services we offer to you from time to time to access your Account(s) through the Online Banking System and Mobile App, perform authorized transactions through the Online Banking System or through your Mobile Device, and conduct the Online Banking Services contained in this Agreement. The available categories of eligible Accounts and Online Banking Services are described on our Website and may change from time to time, at our sole option. Available services include, but are not limited to, obtaining Account balance information, transaction history, and other information as well as making one-time or recurring transfers to another Bank customer.

In some instances, balances and transaction history may only reflect activity conducted through the close of the previous Business Day. A "Business Day" is any day other than a Saturday or Sunday or other day on which the Bank is authorized or required to be closed. When we introduce new features or eliminate features, we will notify you using the procedures described in this Agreement. You are solely responsible for acquiring and maintaining a computer or any other electronic device and equipment that can access the Online Banking Services, and for all costs associated with accessing the same through the electronic device of your own choice (e.g., personal computer or Mobile Device). When you instruct the Bank to transfer funds to or from your Accounts through the Online Banking Services, you authorize the Bank to withdraw the necessary funds from the Account you designate.

4. Enrollment in the Online Banking Services

Consumer customers will enroll online at jeffersonbank.com; business customers may enroll online or by completing and submitting a Business Online Banking Application either in person at a Bank branch or at jeffersonbank.com. Both consumer and business customers will use Account information and will answer any other required additional informational questions or requests for information that the Bank may require from time to time, in the Bank's sole discretion, in connection with any additional authentication procedures that the Bank may employ ("Additional Authentication Information" or "AAI") to authenticate your identity. The Bank may contact you to confirm your enrollment. After the authentication process is complete, a secure access code ("Secure Access Code") will be electronically delivered to you to access the Online Banking System.

5. Account Owners and Authorized Parties

A. CONSUMER CUSTOMERS. By accessing the Online Banking System or any Online Banking Services provided for herein, you agree that you have the right to provide us with instructions, make any decision, obtain any information or make any request associated with the Account(s) and related Online Banking Services which are the subject hereof.

You agree that if you allow access to your Online Banking System Security Procedures (as defined herein), or other Online Banking Services access information to another individual, you will be bound by and liable for any action that individual performs through the Online Banking Services. This includes individuals authorized to access your Account and perform transactions, such as an individual with access via a Power of Attorney or as a Convenience Signer as designated on the Account Signature Card. All transactions that an individual performs on your Account(s) using your Security Procedures, including an Online Banking Login ID and Password provided to a Convenience Signer on your Account, including those transactions you did not want or intend, are transactions authorized by you. You are solely responsible for those transactions, and we are not responsible for them.

THE BANK WILL HAVE NO LIABILITY TO YOU FOR UNAUTHORIZED PAYMENTS OR TRANSFERS MADE BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.

B. BUSINESS CUSTOMERS. By accessing the Online Banking System or any Online Banking Services provided hereby, you agree that you have the right to provide us with instructions, make any decision, obtain any information or make any request associated with the Account(s) and related Online Banking Services which are the subject hereof. By designating any individual as an Authorized User, Business User, or Agent (as those terms are defined below, together with authorized signers the "Authorized Parties") through the Online Banking System or through the Business Online Banking Application, you agree that each Authorized Party will be acting as your agent and will be bound by this Agreement and any separate agreement governing your Account(s). All transactions that an Authorized Party performs on an Account(s) or through the Online Banking System, including those you did not want or intend or that exceed the authorization you have given such Authorized Party, are transactions authorized by you. Such transactions include, but are not limited to, accessing eStatements/Notices and transferring funds between your Account(s) and any of the Authorized Party's Accounts which may be linked within the Authorized Party's Online Banking Services Login ID. You are solely responsible for those transactions, and we are not responsible for them. You also agree that we are not responsible for any of your acts or omissions or any acts or omissions of any of your Authorized Parties acting on your behalf.

"Authorized Users" may, based on authority granted by Customer through the Implementation Forms, the automated enrollment process, and other documentation required by Bank, have the authority to: enroll in, modify features of or terminate the Online Banking Services; authorize and remove the authorization of individual Business Users and Agents; and perform transactions related to any Online Banking Service hereunder.

“Business Users” may only, based on authority granted by Customer through the Implementation Forms, the automated enrollment process, and other documentation required by Bank, have the authority to use the Services and perform transactions related to any Online Banking Service for which they are authorized, subject to any restrictions and limits as designated by Customer.

“Agents” may only, based on authority granted by Customer through the Implementation Forms , the automated enrollment process, and other documentation required by Bank, have the authority to use the Services and perform transactions related to any Online Banking Service for which they are authorized, subject to any restrictions and limits as designated by Customer. The powers available to Agents, generally, are view-only Account access and use of the Services to perform transactions, subject to any restrictions and limits as designated by Customer.

For any Authorized Signer on an Account, we may, in our sole discretion, treat that Authorized Signer as an Authorized User for purposes of access, use and modification of the Online Banking System and Online Banking Services.

You agree that you, and not we, are responsible for supervising all of your Authorized Parties and monitoring the actions they take on your behalf, whether or not we provide tools for managing their authority. If you revoke or change the authority of an Authorized Party using the Online Banking System, only transactions that you did not want or intend and that the Authorized Party performs after you change their authorization, and after we have a reasonable opportunity to act on that notice, will be considered unauthorized transactions. To notify us that you want to terminate an Authorized Party you have made in the Online Banking System, you must send us a secure message through the Online Banking System, or you must contact the Bank’s Electronic Banking Department at 210-736-7230. **THE BANK WILL HAVE NO LIABILITY TO YOU FOR UNAUTHORIZED PAYMENTS OR TRANSFERS MADE USING THE SECURITY PROCEDURES ASSIGNED TO YOU BY AUTHORIZED PARTIES THAT OCCUR BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.**

You are responsible for ensuring that each Authorized Party maintains the confidentiality of his or her Security Procedures, including, but not limited to, Login ID, Password, security token, and other security information. You agree that each Authorized Party will access and use each account, and the Online Banking System, in accordance with the authority given to the Authorized Party by the Account owner. Each time an Authorized Party accesses, views, or transacts on an Account or through the Online Banking System, you represent and warrant to us that the Authorized Party’s action is authorized by the delegating owner. If we receive conflicting instructions, or if we believe that an Account’s security or our security may be at risk as a result of an Authorized Party, we may, at our sole discretion, terminate the Authorized Party’s access to the Online Banking System, the Online Banking Services, or an Account, or prevent the individual from being an Authorized Party, without prior notice to you or any Account owner.

If you have multiple businesses you are authorized to access through the Online Banking System and want to link the Accounts of the other business to the Accounts covered by this Agreement, you will need to agree separately to this Agreement for each of your businesses. Upon doing so, you may link the Accounts of the businesses, at your risk and that of the businesses, but not of the Bank, so that you and any Authorized Party of any of the businesses may use a common Login ID and access code for the Online Banking System for all linked Accounts. This can only be done if you are authorized to link the Accounts of the different businesses and use all the functions of Online Banking Services for each business. You further agree to inform the Bank if the authority over any linked account of any Authorized Party given access to the Account through the Online Banking System decreases or otherwise changes in any manner. The Bank is not liable if the authority of any of your Authorized Parties over any Account decreases until you inform us of the change by notifying our Electronic Banking Department at 210-736-7230 or at Jefferson Bank, Attention: Electronic Banking Department, PO Box 5190, San Antonio, Texas 78201, and only after we have had a reasonable time to act on such notification.

The authority of an Authorized Party will terminate: (a) when we are notified by an Account owner through the appropriate channel that the Authorized Party’s authority is terminated and we have a

reasonable opportunity to act on the notice, (b) when we are notified by an Account owner that the owner appointing the Authorized Party ceases to be an Account owner and we have a reasonable opportunity to act on the notice, (c) in the case of sole-proprietor business Accounts, upon our receiving written notice of the death or incapacity of the delegating owner from a court of competent jurisdiction or from a source that we consider official and reliable and we have a reasonable opportunity to act on the notice, or (d) at our sole discretion if an Account owner or any Authorized Party breaches any provision of this Agreement.

C. ACCOUNT LINKING. You may use the Online Banking Services to access and link eligible consumer and business Accounts. Linked Accounts may include consumer Accounts or business Accounts of affiliated, subsidiary, or non-affiliated entities. When consumer and business Accounts are linked under one set of Security Procedures, that Authorized Party will only have access to limited Online Banking Services, as determined, and subject to change, by the Bank in its sole discretion. By linking any Account to your Online Banking System Security Procedures, you represent and warrant that you are an authorized signer or Authorized Party on the Account being linked and that the Account information provided during linkage is accurate and can be validated. You further understand that by providing access by an Authorized Party to your account(s), the Authorized Party may link separate consumer and business Accounts to the same Security Procedures that the Authorized Party uses to access your Account(s) in the Online Banking System.

6. Waiver of Requirement for Two or More Signatures

You agree that any requirement of verifying two or more signatures on any item, such as checks, will not apply to electronic or telephone transfers, and we will have no liability when making these kinds of transfers without the requisite verification. This means that any person who is an authorized signer on your Account is authorized by you to individually make electronic or telephone transfers, even though that person's authority to transfer or withdraw funds from your Account by some other means (e.g., by check) must be exercised jointly with one or more other persons.

7. Accessing Accounts and Online Banking Services through the Online Banking System or Mobile App

You represent that you are the legal owner of the Accounts linked to the Online Banking Services and that all the information you provide to us in connection with Online Banking, including your email and contact information, is accurate, current and complete, and that you have the right to provide such information to us. You agree not to misrepresent your identity or your account information. You will keep your Account information up to date and accurate. You represent that you are an authorized user of the Mobile Device you use to access Online and Mobile Banking.

You authorize the Bank to provide you (and in the case of a business Account, your Authorized Parties) access to your Accounts and the Online Banking Services through the Online Banking System and Mobile App. To access your Accounts and the Online Banking Services through the Online Banking System or Mobile App, you must enroll in accordance with Section 4 of this Agreement; establish a Login ID and Password; and provide any other AAI required by the Bank, in accordance with Section 10 of this Agreement; and maintain the required hardware and software as described on the Website. You must also comply with any other Security Procedures and policies we may establish from time to time. Subject to the terms of this Agreement, you will generally be able to access your Accounts and Online Banking Services through the Online Banking System and Mobile App seven (7) days a week, twenty-four (24) hours a day. At certain times, the Online Banking Services, Online Banking System, Mobile App, and Website may not be available due to system maintenance or circumstances beyond our control.

8. Minors Using Online Banking Services

The safety and privacy protection of minors is very important to the Bank. Minors should always ask their parent or guardian for permission before sending personal information to anyone online. You understand that only the parent or legal guardian of a minor under the age of thirteen (13) has authority to access the Online Banking System, Mobile App, and Online Banking Services, even if the Account has

been established on behalf of that minor. If you permit a minor under the age of thirteen (13) to use the Online Banking System, Mobile App, or Online Banking Services, or give the minor your Security Procedures, you understand that you are responsible for all activity the minor initiates from or to any of your Accounts.

9. Terminating Your Access to the Online Banking Services

We reserve the right to terminate or suspend your, or in the case of business Accounts, your Authorized Parties, access to the Online Banking System and/or the Online Banking Services if you violate any terms of this Agreement (including the failure to pay fees under any applicable fee schedule) or any other agreement you have with us, and you agree that we may suspend or terminate your, or your Authorized Parties, access to any one or more of your Accounts and Services if you do so. We will not be required to reinstate or re-activate such access. Furthermore, if you close your Accounts and terminate your Services, or withdraw from the Service, we may suspend or terminate your access without prior notice to you. In some cases, if you close your Accounts, you may also lose access to your Online Banking Services and we may terminate your access to the Service. We will not be required to reinstate or re-activate your access. Also, if you have no open and eligible Accounts linked to the Service, or do not use the Service for a period of twelve (12) consecutive months, we may, in our sole discretion, terminate your access without prior notice to you.

10. Security

A. GENERALLY. By entering into this Agreement and using the Online Banking Services, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions which are commercially reasonable. "Security Procedures" means the use of Login ID, Password, Secure Access Code, AAI, call-back protocols and other systems or procedures provided by Bank for authenticating communications, transactions and use of the Services.

B. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these Security Procedures, unless you have given us prior notice of possible unauthorized use (and we have a reasonable opportunity to act on such notice). You also agree to comply with all of our present and future Security Procedures with respect to transactions and services covered by this Agreement. This includes, but is not limited to, protection of Login IDs, Passwords, Secure Access Codes, and other personal and business information. Our Security Procedures are contained in this Agreement and in other written procedures we may provide to you.

The Bank uses a Secure Socket Layer ("SSL") encryption technology for all components of the Online Banking System. Upon logging into the Online Banking System with your Secure Access Code for the first time, you will be prompted to establish a login ID ("Login ID") and personal password ("Password") and to respond to any additional informational questions or requests for AAI. Such AAI shall be used in conjunction with various authentication procedures that the 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. Upon selection, the Login ID, Password, and any additional AAI will become the method of authentication for your use of and access to the Online Banking System. You will be required to enter your Login ID and Password each time you access the Online Banking System. You may also be requested to enter your AAI and/or Secure Access Code from time to time.

You understand you are responsible for safeguarding your Security Procedures. You understand that the Bank will rely on access via the Security Procedures as confirmation that you have authorized all activity conducted in the Online Banking System following such authenticated access to the Online Banking System, including, but not limited to, any deposit, debits or credits, external transfers, Bill Payment transactions, or any other charges or fees incurred by your use of Online Banking System. The Bank shall have no obligation, liability or control, either directly or indirectly over said Security Procedures or your failure to maintain said Security Procedures. You agree not to give, disclose or make available Security Procedures or other means to access your Account to any individuals who are not authorized to access

your Account. You are responsible for all transfers and payments you authorize using the Online Banking Services.

If you permit other persons to access your Online Banking Services, if you provide or allow access to your Security Procedures, you are deemed to have consented to their access to your Accounts and you are responsible for any and all transactions that they initiate or authorize, even if they exceed your authorization. You understand that you should not leave your computer or Mobile Device unattended while using the Online Banking Services and that you should log out after completing an Online Banking Services Session. **You understand and agree to notify the Bank immediately if your Security Procedures have been lost, stolen or compromised. The Bank will have no liability to you for any unauthorized payment or transfer made using your Security Procedures that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.**

You authorize us to follow any instructions entered through the Online Banking System notwithstanding any dual or multiple approval requirement identified on the signature card or other documents relating to your Account. You agree and intend that the authorization of transactions through the Online Banking Services shall be considered the same as your written signature in authorizing us to perform any actions relating to the transactions requested. You also agree that use of your Login ID and Password is the agreed Security Procedure to access the Online Banking Services and that such Security Procedure is commercially reasonable. You agree to prevent unauthorized access to your Account(s) through the Online Banking Services, and to prevent unauthorized use of the Online Banking Services. You agree not to give your Security Procedures or make them available to any person or entity who is not authorized to access your Accounts for the purpose of performing transactions within the Online Banking System or who intends or may use the Online Banking System for the purpose of accessing and compiling Account data for such person's or entity's own commercial gain.

Even if a communication is given in compliance with the applicable Security Procedures, we may, at our discretion, delay the execution of that communication until we are able to verify the authenticity of the communication by any means reasonably acceptable to us including, without limitation, placing a telephone call to any person who is either an owner or authorized signer on your Account or who you have authorized to initiate or confirm communication (by course of dealing or otherwise). We shall not be liable to you or any other person for such delay, provided that we acted in good faith. We shall have no duty to discover, and shall not be liable for, your errors or omissions.

Bank reserves the right to block access to the Online Banking System and/or Online Banking Services to maintain or restore security to the Bank's systems if the Bank reasonably believes your Security Procedures have been or may be obtained or are being used or may be used by an unauthorized person(s). If you have given someone your Security Procedures and wish to terminate their authority, or if you know or believe that your Security Procedures are compromised, you must notify the Bank so that the Bank can take the necessary steps to change the means of identification. **You agree to defend, hold harmless, and indemnify the Bank from and against any and all claims of any nature arising out of any such access by a person you have authorized, permitted or enabled to have access to your Bank Accounts via the Online Banking Services.**

C. SECURITY FOR ONLINE BANKING SERVICES ACCESSED FROM A MOBILE DEVICE.

You understand that you are required to log into Online Banking Services via the web browser or Mobile App on your Mobile Device by using your Security Procedures and any additional information, if the Bank has required use of such additional information in order to log in from your Mobile Device. You understand and acknowledge that access to the Online Banking Services through a Mobile Device ("Mobile Banking Services") may not be encrypted. Moreover, you understand and acknowledge that SMS text messages ("Texts") sent to or from your Mobile Device are neither confidential nor secure, and may not be encrypted. You understand that in order to send or receive a Text, you may not be required to log in with your Security Procedures. The Bank will never include your Security Procedures in any Text sent to your Mobile Device or email sent to your email address on record with the Bank, and you understand that you should not include any personal information in a Text or email to the Bank. The Bank may include your full Account number(s) and information related to your Account in emails to you. Certain Online Banking Services may also include

your full Account number(s). You hereby authorize Bank to send such information via email. Additionally, the Mobile Banking Services may include your name and information about your Account(s), such as the last four digits of your 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, or individual payees and payers, does not constitute transmission of personal or private information, and you hereby authorize the Bank to send such information via Text. You understand that Bank is not responsible for any damages in connection with an email or Text you send to the Bank or an email or Text the Bank sends to you. Because Texts 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 nicknames to your Accounts. In addition, you understand that there are risks associated with using your Mobile Device, and that in the event of theft or loss, your confidential information could become compromised. You understand that the security of the Mobile Banking Services is contingent upon your responsible behavior in protecting your Security Procedures. You understand that you are responsible for safeguarding Security Procedures if the Bank has required use of Security Procedures to log in from your Mobile Device. You understand that the Bank will rely on the Texts sent from your Mobile Device as confirmation that you have authorized all activity conducted using the Mobile Banking Services, including any deposit, debits or credits, Bill Payment transactions, or any other charges or fees incurred by your use of the Mobile Banking Services. Furthermore, the Bank will rely on access via the Security Procedures as confirmation that you have authorized all activity conducted using the Mobile Banking Services following such authenticated access, including any deposit, debits or credits, Bill Payment transactions, or any other charges or fees incurred by your use of the Mobile Banking Services. You understand that you are responsible for accessing, opening and reading Texts on your Mobile Device. It is your responsibility to notify the Bank if any Text is not accessible, is incomplete or is unreadable. Unless subject to other provisions of this Agreement or other applicable law regarding consumer customers, you further understand and agree that the Bank will not be liable for any loss or damage incurred by you when an unauthorized person gains access to the Mobile Banking Services. YOU AGREE TO INDEMNIFY THE BANK AND HOLD THE BANK HARMLESS FOR ANY DAMAGES OR LOSSES YOU SUFFER IF THE BANK RESPONDS TO ANY TEXT, EMAIL OR ATTACHMENT SENT FROM YOU, OR IS PURPORTED TO HAVE BEEN SENT BY YOU, VIA YOUR MOBILE DEVICE. You understand that the Bank may offer you the ability to send secure messages and attachments to the Bank over the Internet by logging into the Online Banking System and/or Mobile App with your Security Procedures. You understand that information that you provide while using the Mobile Banking Services may be encrypted and stored on the Bank's secured servers. The Bank is not, however, 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.

D. ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS ACCOUNTS. For business Accounts, you agree that the Bank, in its sole discretion, may issue and require the use of security tokens ("Security Tokens" or "Tokens") and Security Token software in association with the Online Banking Services for use of identification authentication. You are responsible for safe keeping and authorizing the use of Tokens. You must notify the Bank immediately upon Token(s) being lost, stolen or misused. You authorize the Bank to take all reasonably appropriate action with respect to lost, stolen, or misused Token(s) including, but not limited to, deactivation of the Online Banking Services and/or Token(s). You shall be responsible for costs associated with new or replacement Security Tokens. You authorize the Bank to disable Tokens not activated for more than thirty (30) consecutive days from the date you receive the Tokens. You are also responsible for downloading, installing, and updating any software that the Bank may require in connection with Security Tokens.

You are responsible for enforcing the terms associated with the Tokens. You will be solely responsible for use regarding Tokens and any violations of the restrictions on use as set forth in this Agreement. You agree that in the event of any breach of the terms of this Agreement, you will indemnify the Bank against claims and losses arising from your actions and such breach.

Customer is strictly responsible for establishing and maintaining the Security Procedures to safeguard against unauthorized transactions. Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to

maintain the confidentiality of the Security Procedures and any Login ID, Passwords, AAI, PINs, codes, Tokens, security devices and related instructions provided by the Bank in connection with the Security Procedures. If Customer believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Customer agrees to notify the Bank immediately followed by Customer's written confirmation. The occurrence of unauthorized access will not affect any transfers made by the Bank prior to receipt of such notification and or until Bank has had a reasonable time period to respond to such notification.

Customer agrees that it, and not the Bank, has control over its computer systems: accordingly, Customer assumes all liability related to connecting and securing any Internet connection to the proper computer as well as the physical security of its hardware. Customer is solely responsible for the accurate creation, modification, and deletion of the Account information maintained on Customer's computer. Customer is solely responsible for access by its employees of the data files maintained on Customer's computer.

You acknowledge receiving a written copy of our current Security Procedures in this Agreement and other documents we may provide to you. You agree that our current security procedures are commercially reasonable with respect to the size, type, and frequency of funds transfers you anticipate issuing and the information which will be transmitted. We may at any time change our Security Procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this Agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our Security Procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure, which may from time to time be in effect for detecting errors in transactions covered by this Agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such Security Procedures.

11. System Requirements

You understand that to use Online Banking Services, you must first obtain access to the Internet with compatible hardware, software and web browser. The Bank requires that you use a web browser that supports adequate security measures including up-to-date encryption technology, anti-virus and spyware protection, and any additional security measures the Bank may require from time to time. Obtaining and maintaining adequate Internet access is your responsibility, and you are solely responsible for any computer virus or related problems that may be associated with the use of the Online Banking Services via the Internet. Additional system requirements for accessing documents electronically may be set forth in any 1) E-SIGN Disclosure and Agreement to Electronic Delivery, and 2) E-Statement and E-Notice Delivery Service Agreement and Disclosure you have separately entered in or may enter into the future with the Bank. Please refer to our website <https://www.jeffersonbank.com/flipbook/systems-requirements> for computer hardware and software specifications necessary to access Bank Services, process transactions, view, and retain Electronic Communication.

12. Virus Protection

The Bank is not responsible for any electronic virus or viruses that you may encounter. The Bank encourages you to routinely scan your personal computer, Mobile Device, and any other electronic device used to access the Online Banking Services using a reliable virus product to detect and remove any viruses. Undetected or un-repaired viruses may corrupt and destroy programs, files, and hardware. The Bank also encourages you to ensure any web browser you use to access the Online Banking Services provides anti-virus and spyware protection.

13. Consent to Contact

You agree that we may send you emails relating to the Online Banking Services, including Mobile Banking, to the email address we have on file for you and notify you that responses to your payment inquiries or customer service inquiries are available, or as otherwise described in any applicable agreements you have with the Bank. If, for any reason your email address changes or becomes disabled, please contact the Bank immediately so that we can continue to provide you with automated messages.

By providing the Bank with a telephone number (including a Mobile Device telephone number) or email address, you consent to receiving calls, Texts, or emails at that number and/or email address from the Bank for the Bank's everyday business purposes (including identify verification). Moreover, by providing the Bank with a telephone number (including a Mobile Device telephone number), you consent to receiving autodialed and prerecorded message calls from the Bank at that number for non-marketing purposes. For example, the Bank or its service provider may contact you in connection with validating or processing a transaction that you've requested. You further consent to receiving calls, Texts, or emails from the Bank at that number and/or email address from the Bank for marketing purposes. Please review the Bank's Privacy Policy for more information.

Your Mobile Device and telecommunications provider are not the provider of the Online Banking Services, including Mobile Banking Service. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your Mobile Device is lost or stolen, you agree to update your contact information and make the appropriate changes to disable the use of such Mobile Device. You understand that there are risks associated with using a Mobile Device, and that in the event of theft or loss, your confidential information could be compromised.

14. Alerts Service

The Alert Service allows the Bank to send you messages about your Account(s) (individually, an "Alert," and collectively, "Alerts"). You may receive Alerts via emails, Texts, push notifications, or other communication methods available on your Mobile Device. Each Alert will be effective after set up of the Alert rule parameters and delivery channels using the Alert Service. You must be enrolled in Online Banking to receive Alerts. By participating in the Alert Service, you are agreeing to the terms and conditions presented here. The Bank may terminate your use of the Alert Service at any time without notice.

You agree that each Alert may not be encrypted and may include your personal information and information pertaining to your Account(s). Receipt of each Alert may be delayed or prevented by factor(s) affecting your telecommunication or Internet providers, phone operator(s), and other third-party service providers. We neither guarantee the delivery nor the accuracy of the contents of any Alert. The Bank will not be liable for losses or damages arising from: (i) non-delivery, delayed delivery, or incorrect delivery of any Alert; (ii) inaccurate content in an Alert; or (iii) your use or reliance on the contents of any Alert for any purposes. The Bank reserves the right to terminate any request from you for any Alert at any time. The information in any Alert may be subject to certain time lags and/or delays.

Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. The Alerts are provided for your convenience and do not replace your monthly Account statement(s). You understand that there may be a disruption in the Alert Service when you change your communications service provider or Mobile Device. Alerts may be delayed or impacted by factor(s) pertaining to your telecommunication or Internet service providers, phone operator(s), or other parties. We will not be liable for losses or damages arising from any disclosure of Account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the Alerts. The Alerts Service is only available to customers who have an eligible Account with us. You may be automatically enrolled to receive certain Alerts (e.g., security Alerts). There is no fee for the Alerts Service, but you are responsible for any and all charges, including, but not limited

to, fees associated with Texts imposed by your telecommunications service provider. Message and data rates may apply. Message frequency depends on your set preferences.

15. External Transfers (Consumers)

This section contains the additional terms and conditions applicable to “External Transfers.” You agree to use External Transfers only for consumer Accounts (i.e., Accounts used primarily for personal, family, or household purposes) for which you have the authority to transfer funds.

A. REQUESTING EXTERNAL TRANSFERS. You must be currently enrolled in the Bank’s Online Banking Services to enroll in External Transfers. External Transfers allow you to transfer funds as follows:

- To your personal account(s) at another financial institution from your personal Account(s) in the Online Banking System.
- From your personal account(s) at another financial institution to your personal Account(s) in the Online Banking System

The Bank reserves the right to restrict the availability of External Transfers based on Account eligibility and history. You understand and agree that all External Transfers must originate from an Account on which you are an authorized owner. The Bank reserves the right to refuse the acceptance of any particular External Transfer for any reason, including, but not limited to, if you have insufficient funds to complete the External Transfer (including any applicable overdraft protection). If you have overdraft protection with the Bank, the Bank is authorized to make External Transfers from the designated Account(s) pursuant to Bank’s Account Agreement and/or Overdraft Protection Agreement with you.

B. ESTABLISHING NEW EXTERNAL TRANSFERS. Only the Accounts that have been enrolled in and verified for External Transfers are eligible for External Transfers. Any External Transfers scheduled from or to a business or other non-consumer account may be rejected.

C. EXTERNAL TRANSFERS CUTOFF TIMES. Bank processes transfers at 11:00 a.m. and 4:00p.m. Central Time on Business Days. The cutoff time for initiating transfers is 4:00 p.m. Central Time on any Business Day. Your Account will be debited or credited the same Business Day of the External Transfer. Any External Transfers initiated after 4:00 p.m. Central Time on any Business Day will be processed on the next Business Day.

D. FREQUENCY OF EXTERNAL TRANSFERS. You may establish External Transfers as one-time transfers or based on a recurring frequency, such as daily, weekly, semi-monthly or monthly.

E. CANCELLATION OF PROCESSED EXTERNAL TRANSFERS. An External Transfer may be cancelled any time prior to the next cutoff time on the scheduled Business Day.

F. FEES FOR EXTERNAL TRANSFERS. Fees for External Transfers may apply, as set forth in Bank’s then current fee schedule.

G. EXTERNAL TRANSFERS LIMITATIONS. External Transfers are subject to certain daily and monthly limits, which can be found at https://www.jeffersonbank.com/sites/default/files/books/Online_Banking_Payments_and_Limits.pdf, unless otherwise agreed upon by you and Bank, in the Bank’s sole discretion. The daily Limit applies to the aggregate of all External Transfers for any Business Day for all of your combined Accounts enrolled in the Online Banking Services. The Bank may change your daily Limit at any time, in the Bank’s sole discretion. For savings and money market Accounts, federal regulations limit the number of certain transfers (including, but not limited to, External Transfers) from your Account(s) to a combined total of six (6) such transfers per month or statement cycle.

H. MONTHLY STATEMENTS. In accordance with your Account Agreement, you will receive a monthly statement for each Account(s) that will reflect the External Transfers that have occurred during the monthly billing cycle.

I. THE BANK'S LIABILITY FOR FAILURE TO COMPLETE AN EXTERNAL TRANSFER. If the Bank does not complete an External Transfer on time, or in the correct amount according to your instructions, the Bank may be liable for your 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 designated Account to make the External Transfer, or the Account has been closed.
- Through no fault of the Bank, the External Transfer would go over the credit limit or available amount on any applicable overdraft protection for your Account(s).
- You have not properly followed the scheduling instructions and requirements for making an External Transfer according to this Agreement.
- Circumstances beyond the Bank's control prevented the External Transfer, despite reasonable precautions that the 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 your Account(s) in accordance with the Bank's rights under applicable laws or any agreements between you and the Bank.
- The Bank has received incomplete or inaccurate information from you or a third party involving the External Transfer.
- A court order, such as a garnishment or other legal process, prevents the Bank from making an External Transfer.
- The Bank has a reasonable basis for believing that unauthorized use of your Security Procedures on the Online Banking System or Mobile App has occurred or may be occurring.
- You have defaulted under this Agreement, the Account Agreement, or any other agreement with the Bank.
- The Bank or you have 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 you, upon your request, in taking reasonable efforts to reprocess an External Transfer that may not have been completed, or to correct an incorrect External Transfer that has not been processed.

16. Bill Pay

A. GENERALLY. This section governs the Bank's provision of and your use of the bill paying service ("Bill Pay"). Bill Pay allows you to instruct the Bank to transfer funds by electronic transfer (such as by Automatic Clearing House ("ACH")) to the Payee. You must have a Tax Identification Number, telephone number, and United States address assigned to your Account to use Bill Pay. You may use Bill Pay to direct the Bank to make payments from your designated Account to the Payees you choose in accordance with this Agreement. The terms and conditions of this Agreement are in addition to your Account Agreement, disclosures and other agreements you have entered into with the Bank and that govern your Account (the "Account Rules"). "Payee" means anyone within the United States, including the Bank, you designate and Bank approves to receive payments submitted through Bill Pay. The Bank reserves the right, in the Bank's sole discretion, to refuse to send payments to any Payee for any reason.

B. BILL PAY SECURITY PROCEDURES. As part of Bill Pay, the Bank employs various Security Procedures to ensure that you are communicating directly with the Bank, and also to ensure that your computer is communicating with a legitimate Bank computer. Such Bank Security Procedures include, but are not limited to, the Security Procedures described herein, as well as the use of a security phrase ("Security Phrase") to access and use Bill Pay. For purposes of this section, Security Phrase shall be considered a Security Procedure and subject to all the requirements of Security Procedures as provided for in this Agreement, including, but not limited to, all requirements related to the confidentiality and use of such Security Procedures.

C. THE BILL PAYING PROCESS.

1. Single Payments. A single payment will be processed on the Business Day that you designate as the payment's process date, provided the payment is submitted prior to the 2:00 p.m. Central Time daily cut-off time on that Business Day. The Bank reserves the right to change the cut-off time upon notice to you in accordance with applicable law and this Agreement.

A single payment submitted after the cut-off time on the designated process date will be processed on the next Business Day. If you designate a non-Business Day as the payment's process date, the payment will be processed on the first Business Day following the designated process date.

2. Recurring Payments. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-Business Day, it is adjusted based upon the following rules:

If the recurring payment's "Pay Before" option is selected, the process date for the new occurrence of the payment is adjusted to the first Business Day prior to the calculated process date.

If the recurring payment's "Pay After" option is selected, the process date for the new occurrence of the payment is adjusted to the first Business Day after the calculated process date.

If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as the date of the month for processing and that date does not exist in the month of the calculated process date, then the last Business Day of that month is used as the process date.

You may contact us at (210) 736-7230 to confirm whether your recurring payment was successful or not.

3. Timely Submissions. The system will calculate the estimated arrival date of your payment. This is only an estimate. You must allow sufficient time for your payment to reach and be processed by the Payee. The Bank strongly recommends that you allow adequate time between the date a payment is scheduled to be sent and the due date. If you schedule your payment following all Bank instructions and requirements, including allowing adequate time between the date a payment is scheduled to be sent and the due date, and so long as none of the scenarios or circumstances described in Section 16(F) occur, if the payment is not applied or credited by the Payee in a timely manner, the Bank will reasonably work on your behalf to attempt to resolve the matter, and will pay for any late fees and finance charges that occur due to late credit or application of a payment. In cases where a paper check is processed instead of an electronic funds transfer, the payment may be debited to your Account on a date earlier than the payment or due date, which may result in you incurring overdrafts and overdraft fees.

4. Cancelling a Payment. A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled process date.

D. AVAILABLE FUNDS. You agree to have available funds in the designated Account sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to the Bank. The Bank reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with the above requirement or any other term of this Agreement. If you do not have sufficient funds in your Account and the Bank has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree that the Bank may, at its option, charge any of your Accounts with the Bank to cover such payment obligations and may also, in the Bank's sole discretion, attempt to advance the necessary funds from your overdraft protection Account, if applicable.

E. BILL PAY SERVICE FEES. There is currently no monthly fee to use Bill Pay, although the Bank reserves the right to begin assessing a monthly fee for Bill Pay, upon proper notice to you as required

by applicable law and this Agreement. Other fees, including, but not limited to, fees for expedited payments and gift checks, may apply as set forth in the Bank's then current fee schedule. You are responsible for any Internet services fees and/or telephone access fees you may be assessed by your Internet and/or telephone service provider. The Bank reserves the right to charge you for research time involving payments no longer available in your transaction history.

F. BILL PAY LIABILITY. In addition to the limitations of liability contained elsewhere in this Agreement, the following limitations shall apply to Bill Pay. You are solely responsible for controlling the safekeeping of and access to, your Security Procedures. To the maximum extent permitted by applicable law, you are liable for all transactions you make or that you authorize another person to make, even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Bank and arrange to change your Password. You will be responsible for any Bill Pay request you make that contains an error or is a duplicate of another Bill Pay request.

The Bank is not liable for any of your losses or damages under the following conditions:

- If you did not properly follow the instructions for making a bill payment.
- If you fail to promptly notify the Bank after you learn that you have not received credit from a Payee for a bill payment.
- If you do not have sufficient funds in your Account to make the bill payment on the date a payment is scheduled to be sent.
- If you do not allow adequate time between the date a bill payment is scheduled to be sent and the due date.
- For the failure of any Payee to correctly process or credit the bill payment in a timely manner.
- For any bill payment you authorize that contains an error with regard to the identifying information of the Payee, including the refusal of any such unintended Payee to return any funds transferred as a result of such error.
- For changes to a third party's account name or number or that identifying information if funds are being transferred to the account of that third party, unless you have advised the Bank of the change sufficiently in advance.
- If the Bank has placed a "hold" on any funds in your Account(s) in accordance with the Bank's rights under applicable laws or any agreements between you and the Bank.
- If a court order, such as a garnishment or other legal process, prevents the Bank from taking a transfer
- If the Bank has a reasonable basis for believing that that unauthorized use of your Login ID, Password, AAI, other Security Procedure, or Account(s) has occurred or may be occurring.
- If you default under this Agreement or any other agreement with the Bank.
- If the Bank or you terminate this Agreement.

For any other circumstances beyond the control of the Bank that prevented the bill payment, despite reasonable precautions that Bank has taken, including, but not limited to, circumstances such as telecommunications outages, power outages, equipment failures, postal strikes, delays caused by other financial institutions, fires, and floods.

THE FOREGOING SHALL CONSTITUTE THE BANK'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR BILL PAY.

17. Intuit Products

The "Intuit Products" enable you to download specific information about your Account(s) from Online Banking into Quicken®, QuickBooks®, and other software applications. It is your responsibility to obtain a valid and separate license agreement with the service provider of the software application. Your

use of the Intuit Products is subject to that agreement. The Bank does not own, operate, or control the Intuit Products and is not responsible for the Intuit Products. The Bank is not liable for any failure or performance of the Intuit Products.

By using the Intuit Products, you understand and agree that:

- The information you download is for tracking purposes only and should not be considered an official record. Statements generated by the Bank are the sole official record of Account transactions, positions, and balances. We do not guarantee the information shown in the Intuit Products and make no representations, warranties, or guarantees regarding such information;
- The Account information will not reflect banking or financial activities and transactions that have not yet been completed and will only reflect the Account information at the time that you download the information;
- It is your responsibility to update your downloaded Account information in the Intuit Products;
- Use of the Intuit Products involves the electronic transmission of information through third-party connections. Because we do not operate or control these connections, we cannot guarantee the reliability, privacy, or security of these data transmissions;
- The Bank makes no warranty that the Intuit Products will be uninterrupted, timely, secure, or error-free;
- You assume all risk for the possibility that any Account information you download and store in the Intuit Products may be accessed by unauthorized third parties;
- Once you download the Account information to your computer or Mobile Device, the Bank is no longer responsible for the security and confidentiality of that information, and the responsibility becomes solely yours (or may be shared with others, such as your software application provider);
- The Bank is not responsible for the security and confidentiality of the Account information if you: (i) use wireless connections to download your Account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded; or (ii) allow other persons access to your Intuit Products; and
- Any Account information that you download is processed at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage in an electronic device or other electronic device.

In addition to limitations of liability contained elsewhere in this Agreement, you agree that the Bank will not be liable to you for any loss, damages, or expenses of any kind resulting from:

- your inability to use or download the Intuit Products;
- the accuracy, timeliness, loss, or corruption of Account information;
- unauthorized access to your Account information and any misuse, or alteration, of your Account information or data, to the extent the unauthorized access results from your acts or omissions;
- your inability to access your account information due to any force majeure event, including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone service providers or Internet service providers, acts of God, strikes, or other labor problems; or
- your reliance upon the downloaded information in your Intuit Products.

18. Mobile Banking

A. GENERALLY. This section governs your use of Mobile Banking, including the Mobile App. BY ACCESSING OR USING MOBILE BANKING AND/OR THE MOBILE APP, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ACCEPT IT IN FULL, AS IT MAY BE MODIFIED BY THE BANK FROM TIME-TO-TIME WITH UPDATES POSTED IN MOBILE BANKING.

Mobile Banking permits you to perform a number of banking functions on your Account(s) linked to Mobile Banking through the use of your Mobile Device. This Agreement is by and between you and the Bank, and we are solely responsible for the Mobile App and contents. Neither Apple, Inc. nor Google, Inc. is responsible for the Mobile App or its contents. You understand and agree you are still subject to the terms and conditions of any agreement you have with any unaffiliated third-party service providers, including, but not limited to your mobile service provider (e.g., AT&T, Verizon, Sprint, T-Mobile, etc.) or any third-party provider of or marketplace for the Mobile App (e.g., Apple, Inc., or Google, Inc.), and this Agreement does not amend or supersede any of those separate third-party service provider agreements. You understand that such services may provide for fees, charges, limitations and restrictions which might impact your use of the Mobile App (e.g., data use charges, etc.), and you agree to be solely responsible for all such fees, charges, limitations and restrictions. You agree that only your mobile service provider is responsible for the performance and operation of its products and services, including your Mobile Device and the mobile service provider's own network. You agree to resolve any problems with your mobile service provider without involving the Bank, Apple, Inc. or Google, Inc. You must comply with applicable third-party terms when using the Mobile App (e.g., you cannot be in violation of your wireless provider agreement when using the Mobile App).

When you use Mobile Banking or the Mobile App, or authorize others to use them on your behalf, you acknowledge and understand that you also agree to this Agreement, and that you cannot begin using Mobile Banking or the Mobile App until you have executed this Agreement.

B. THE SERVICE. Mobile Banking provides various services through your Mobile Device, including, but not limited to, check deposit via remote deposit capture (i.e., Mobile Deposits). The Bank reserves the right to add or remove various components of Mobile Banking in Bank's sole discretion. Some aspects of Mobile Banking may not be available for certain Account types. We also reserve the right to refuse to make any transaction you request through Mobile Banking.

The Bank retains the right to terminate your use of Mobile Banking at any time, in the Bank's sole and absolute discretion. By using Mobile Banking, you agree to the applicable provisions set forth in this Agreement and you agree to pay any fees that Bank may charge in conjunction with Mobile Banking (as set forth in the Bank's current fee schedule).

C. LOCATION-BASED INFORMATION. If you use any location-based feature of Mobile Banking, you agree that your geographic location and other related personal information may be accessed and disclosed via the Mobile App. If you wish to revoke Mobile Banking's access to such geographic location information, you must cease using the location-based features of the Mobile App.

D. HARDWARE AND SOFTWARE. To use Mobile Banking, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Bank from time to time. You must obtain the Mobile App in the Apple or Google application stores and install it on your Mobile Device. You must comply with the Mobile Device hardware, software, and other requirements, as well as applicable security procedures, as set forth in this Agreement and in any related documentation or any supplemental information and/or instructions provided by the Bank. The Bank is not responsible for any third-party software you may need to use Mobile Banking. 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.

The Bank reserves the right as encryption technology develops to impose further reasonable requirements to maintain the appropriate level of security for Mobile Banking and transactions contemplated hereunder, and you agree to abide by such requirements. Furthermore, you understand and acknowledge that if you do not implement and follow your own hardware, software, physical access and physical storage security procedures regarding your data and use of Mobile Banking, which includes such data containing your sensitive personally identifiable information ("PII") of any individual, the security of your Mobile Banking and Mobile App may be compromised. You understand, acknowledge and agree that installation, maintenance and operation of your Mobile Device, including both hardware and software, and related security procedures that you adopt and follow, including, but not limited to, data security protection, firewalls

and anti-virus software, is your sole responsibility, and that you are solely responsible for securing, encrypting, protecting and otherwise safeguarding your data.

In addition to other limitations on the Bank's liability contained elsewhere in this Agreement, you understand, acknowledge, and agree that the Bank is not responsible for any loss or damages resulting from any errors or failures of your Mobile Device or data processing systems, including, but not limited to any mobile device virus or malware attack (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to your data, or any mobile device network problems that may be associated with your access to and use of Mobile Banking or the Mobile App.

For avoidance of doubt, you understand, acknowledge and agree that all data provided by you to the Bank (including, but not limited to, electronic images or Substitute Checks) retained on any processing equipment or processing software (including your Mobile Device or the Mobile App), and all data produced, compiled or otherwise provided by the Bank to you, in any form or format, is your sole and exclusive property and copies thereof shall be provided to you at your request from time to time and at any time. Once such data owned by you is delivered by the Bank to you, retrieved by you from the Bank, or otherwise created as a byproduct of a transaction between you and Bank and retained by you, such data owned by you is solely within your possession and control.

E. USE OF MOBILE BANKING. Instructions on how to use Mobile Banking are contained within the Mobile App, and you agree that you will contact us if you have any questions about or problems with Mobile Banking or the Mobile App. If Mobile Banking or the Mobile App is modified, you are responsible for understanding how to use any modifications. You may not copy (other than a copy for personal or business use), modify, distribute, transmit, display, perform, reproduce, transfer, resell, lease, rent, distribute access to or republish any of the contents of Mobile Banking or the Mobile App without the prior written consent of the Bank, which may be withheld in its sole discretion. Unless otherwise subject to the provisions of Regulation E for consumer customers, as further described in your Account Agreement, the Bank will not be liable to you for any losses caused by your failure to properly use Mobile Banking, the Mobile App, or your Mobile Device.

You agree not to use Mobile Banking or the Mobile App in any way that would: (a) infringe any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any applicable law (law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising, anti-money laundering or bank secrecy); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, threatening or harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt the Bank's computer network connection to Mobile Banking or the Mobile App; (i) interfere with or disrupt the use of Mobile Banking or the Mobile App by any other user; or (j) gain unauthorized entry or access to Bank's computer systems or the computer systems of others.

F. MOBILE BANKING SECURITY PROCEDURES. Unless otherwise subject to the provisions of Regulation E for consumer customers, as further described in your Account Agreement and in Section 21 of this Agreement, you are responsible for all payments, transfers or other transactions you authorize using Mobile Banking, including those you authorize using the Mobile App. If you permit other persons to use your Mobile Device to access your Mobile Banking, you are responsible for any transactions they authorize. If you access Mobile Banking on your Mobile Device, you understand that you will be required to enter your Security Procedures. Mobile Banking may include your name and certain information about your Account, such as the last four digits of your Account number or specific Account transaction information. You understand and acknowledge that transmission of your masked Account number and specific information, including dollar amounts or individual payees and payors, does not constitute transmission of personal or private information, and you hereby authorize us to send such information via

Mobile Banking to your Mobile Device. Use of our normal security procedures for maintaining confidentiality and security of information constitutes fulfillment of our obligations to exercise due care.

In addition to the Security Procedures contained elsewhere in this Agreement, the Bank may choose to offer the option to log into the Mobile App using your fingerprint(s) ("Touch ID") or facial recognition ("Face ID"). Fingerprints and facial recognition information are stored on your Mobile Device only, and neither the Bank nor any of its affiliates ever see your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your mobile Device access to your Account on the Mobile App. We caution you against storing the fingerprints of others on your Mobile Device. If you do, please make sure the individuals who have fingerprints stored on your device should be authorized to access the personal and payment information available through the Mobile App and contact us immediately if you believe that your Mobile Device has been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without authorization. The Bank reserves the right to suspend or disable this feature at any time.

G. MAINTENANCE AND SUPPORT. The Bank is solely responsible for providing any maintenance and support services with respect to Mobile Banking and the Mobile App, as specified in this Agreement and under applicable law. The Bank and you acknowledge that neither Apple, Inc. nor Google, Inc. has any obligation whatsoever to furnish any maintenance and support services with respect to Mobile Banking and the Mobile App.

H. OWNERSHIP & LICENSE. The license granted to you for Mobile Banking is a non-transferable license to use Mobile Banking on an iOS or Android operating system that you own or control and as permitted by the usage rules and terms of service governing the Apple, Inc. App Store or the Google, Inc. Play Store, as applicable.

You agree that the Bank retains all ownership and proprietary rights in Mobile Banking, the Mobile App, associated content, technology, and website(s). Certain of the Bank's trademarks and/or service marks may also be included in Mobile Banking and the Mobile App. Your use of Mobile Banking and the Mobile App is subject to and conditioned upon your complete compliance with this Agreement. The posting of the contents of Mobile Banking and the Mobile App neither constitutes a waiver of any of the Bank's proprietary rights nor any other party's proprietary rights, including but not limited to, copyrights, trademarks, service marks, patents, and other intellectual property, nor a transfer by implication, estoppel, or otherwise of any such rights or of any license to Mobile Banking user or to any third party. Contents of Mobile Banking and the Mobile App are protected by United States and international copyright laws, both as individual works and as a collection and by United States and international trademark laws. You agree not to delete any copyright, trademark or similar notice from any contents you obtain from Mobile Banking or the Mobile App.

Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use Mobile Banking. Without limiting the restriction of the foregoing, you may not use Mobile Banking (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Bank's business interest, or (iii) to the Bank's actual or potential economic disadvantage in any aspect. You may use Mobile Banking only 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 Mobile Banking.

The display of third-party trademarks within Mobile Banking and the Mobile App does not grant you a license of any kind. Any downloading of contents of Mobile Banking, the Mobile App, or any other service linked to Mobile Banking or the Mobile App may be a violation of federal trademark and copyright laws. The Bank and you acknowledge and agree that, in the event of any third-party claim that Mobile Banking, the Mobile App, or your possession or use of Mobile Banking or the Mobile App infringes that third party's intellectual property rights, the Bank and its third-party service providers are solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

If you download the Mobile App from Apple, Inc. via the App Store, then in the event of any failure of the Mobile App to conform to the warranty as described in this Agreement, you may notify Apple, Inc., and Apple, Inc. will refund your purchase price for the Mobile App, if any. However, to the maximum extent allowed by applicable law, Apple, Inc. will have no other warranty obligation whatsoever with respect to the Mobile App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of the Bank and any of its third-party providers.

I. LIMITATION OF LIABILITY. In addition to limitations of liability contained elsewhere in this Agreement, Bank and you acknowledge and agree that the Bank, and not Apple, Inc., or Google, Inc., is responsible for addressing any claims (a) by you or any third party relating to the Mobile App, or (b) relating to your possession and use of the Mobile App, including, but not limited to product liability claims or any claim that the Mobile App fails to conform to any applicable law, including applicable consumer protection laws.

J. THIRD-PARTY BENEFICIARIES. You agree that our third-party service providers may rely upon your agreement and representations, and that such service providers are intended third-party beneficiaries to this Agreement, with the power to enforce this Agreement against you. The Bank and you acknowledge and agree that Apple, Inc., and all of its subsidiaries, and Google, Inc., and all of its subsidiaries, are third-party beneficiaries of this Agreement and that, upon your acceptance of this Agreement, either Apple, Inc., or Google, Inc., as applicable, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof. Except as set forth above in this section, there shall be no other third-party beneficiaries to this Agreement.

19. Mobile Deposit

Subject to the terms and conditions herein, the Bank may choose to offer “Mobile Deposits,” the mobile deposit service to be used by you in accordance and in compliance with and the Check Clearing for the 21st Century Act (“Check 21 Act”). Mobile Deposits are available to consumer customers and certain business customers. Mobile Deposits enable you to create and submit electronic check images (“Imaged Items”) to the Bank, for deposit to your personal or business Account(s), as applicable, in lieu of the Original Checks (as defined herein) from which such Mobile Deposit check images were obtained. The dollar amount limits and daily number of transaction limits for Mobile Deposit shall be determined by the Bank in its sole discretion. Items exceeding your daily limits must be delivered to the Bank for processing or held until the next Business Day.

For all Accounts, your Mobile Deposits daily and monthly limits will be based on the type of Account you have at the Bank. For all consumer and business checking, money market, and savings Accounts, there are daily and monthly limits, which can be found at https://www.jeffersonbank.com/sites/default/files/books/Online_Banking_Payments_and_Limits.pdf, unless otherwise agreed upon by you and the Bank, in the Bank’s sole discretion.

For all customers, if you have more than one Account that uses Mobile Deposits, your daily and monthly limits will be based on the Account type with the highest limit in your Online Banking System account profile. Additionally, the above limits apply to all of your Mobile Deposits in the aggregate, not on a per-account basis. For example, if you have three Accounts, two consumer checking and one business checking and your Mobile Deposit limit was \$5,000, you would be limited to making \$5,000 in Mobile Deposits to any or all three of those Accounts; if you made a Mobile Deposit of \$5,000 to your business Account, you would not be able to make any further Mobile Deposits to any of your Accounts on that day. If you would like to request a different Mobile Deposit limit, please contact the Electronic Banking Services Department at 210-736-7230.

For the purposes of this section and other provisions relating to Mobile Deposits, any capitalized term not otherwise defined herein has the definition ascribed to it under the Check 21 Act. If you have met, in our sole discretion, the conditions we have established for use of Mobile Deposits to make deposits via electronic images, we will allow you to deposit Imaged Items to your Account(s) as allowed under this Agreement and any related documentation.

In the event of any unforeseen issues or failure of Mobile Deposits, your deposits can be made in person at any Bank branch.

By using the Mobile Deposits Service, you give us the same warranties and indemnities that we, as a reconverting Bank, would give under applicable law or regulation. You understand and acknowledge that all of the warranties deemed given by a depositor of a check to a bank under the Uniform Commercial Code, as applicable from time to time in the State of Texas ("Texas UCC"), shall also apply to any Imaged Item the same as if such electronic image or Substitute Check were a paper check within the meaning of the Texas UCC. Accordingly, except to the extent that any warranties deemed given under the Texas UCC are expressly superseded by the Check 21 Act or the Check 21 Act regulations, you understand that you are deemed to give us all the same warranties you would have given under the Texas UCC for the deposit of an Original Check by transferring to us: (a) any Substitute Check; (b) an Imaged Item or other item purporting to be a Substitute Check; or (c) any electronic image that purports to contain a Sufficient Copy of an Original Check or a Substitute Check.

Such warranties also include the following two (2) specific warranties regarding transfer and presentment:

- You warrant that the electronic image we convert to a Substitute Check meets the requirements described in the Check 21 Act Regulation (found at 12 CFR §229.51(a)(1) – (2) and as amended from time to time) for legal equivalence.
- And your warranty given above is deemed given to us and any other person, company or bank to which we transfer, present or return any of the Images included in such electronic file as a Sufficient Image Copy or that purports to be a Sufficient Image Copy created by the Bank or any subsequent bank receiving a copy of such image.

Customer represents that it shall permit no third parties to use Mobile Deposits to deposit Original Checks to Customer's Account.

With respect to each and every Mobile Deposits transaction initiated by you, you represent and warrant to the Bank and agree that you shall perform your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by the Office of Foreign Assets Control ("OFAC") and the Bank Secrecy Act.

A. PROHIBITED TRANSACTIONS; PROCEDURES; RETENTION OF ORIGINAL CHECKS.

i. Prohibited Transactions. You agree not to use Mobile Deposits to deposit or otherwise process:

1. non-cash items;
2. items drawn on foreign banks or payable in other than U.S. currency;
3. items without preprinted magnetic ink routing numbers;
4. items for which Customer is not a holder in due course;
5. Substitute Checks, except those which have been returned to Customer for any reason;
6. items that are payable on sight or payable through Drafts;
7. items payable to any person or entity other than Customer (i.e., no third-party deposits), even if endorsed over to you;
8. items endorsed by you and a non-joint Account owner;
9. items that are issues to multiple parties other than joint Account holders;
10. items stamped with a "non-negotiable" watermark;
11. items containing apparent alterations to any of the information on the front of the check or item, or which you know or suspect (or should know or suspect) are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;

12. items dated more than six months prior to the date of deposit;
13. items that are postdated, or dated later than the date of deposit;
14. items prohibited by the Bank's current procedures relating to the Services or which are not acceptable under the Agreement;
15. Original Checks or other items previously converted to a Substitute Check;
16. checks or items that are not in original form with a signature, such as Substitute Checks or Remotely Created Checks (as defined in Regulation CC);
17. checks or items prohibited by the Bank's current Documentation relating to Mobile Deposits;
18. Money Orders, Travelers' Checks, or United States Savings Bonds; or
19. checks or items which are otherwise not acceptable under the terms of your Account(s).

ii. Processing of Mobile Deposits. The Imaged Item transmitted to the Bank using Mobile Deposits must be legible and contain images of the front and back of the Original Check. The image quality of the Imaged Item must comply with the requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Imaged Item: the amount of the Check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line; and all other information placed on the Original Check prior to the time the Imaged Item is captured (such as any required identification written on the front of the Original Check and any endorsements applied to the back of the Original Check). The Bank reserves the right to reject any single check image or group of check images for any reason, before or after it/they appear on the Bank's system.

All checks submitted through Mobile Deposits must be properly endorsed by Customer by signing the back of the check "For mobile deposit only, Jefferson Bank Account # _____."

Imaged Items transmitted without being properly endorsed are subject to rejection by the Bank. Customer agrees to inspect and verify the quality of the Imaged Item, ensuring that the images of the front and back of the Original Check are legible before sending the Imaged Item via Mobile Deposits. Specifically, Customer warrants the following: (i) the Imaged Item is an accurate representation of the information contained in the Original Check, and the Imaged Item includes all endorsements from the Original Check; (ii) each Imaged Item contains a record of all MICR line information required for a Substitute Check, and the Imaged Item satisfies all of the requirements of the Check 21 Act and Regulation CC; (iii) the Original Check, a duplicate check image, or any copy of the Original Check or Imaged Item will not be deposited by Customer with the Bank; and (iv) the Original Check, a duplicate check image, or any copy of the Original Check or Imaged Item will not be presented, transferred or returned such that the Bank or any other person will be asked to make a payment based on a check or check image that has already been paid. Bank has no responsibility or liability for any fees incurred due to the rejection of transmitted items for missing/incomplete endorsements. You agree that items transmitted using Mobile Deposits are not subject to the funds availability requirements of Regulation CC. Unless the Bank notifies Customer otherwise, Bank provides same-day credit to the applicable Account for all items transmitted by Customer and received by the Bank within the timelines established by the Bank.

Imaged Items shall be deemed received by us for deposit based upon time of receipt as well as successful receipt of Imaged Items that are complete, usable, and adhere to the standards discussed above. If any Imaged Item is not complete, is not usable, or does not adhere to the required standards provided for herein, the Imaged Item may not be processed by us, in which event your deposit will be adjusted and notification provided. You understand we will process only your Imaged Items that comply with the standards discussed above and are Sufficient Image Copies, and we will use commercially reasonable efforts to present these Sufficient Image Copies for collection under the Check 21 Act

framework. The daily cut-off time for deposits made using Mobile Deposits is 6:00 p.m. Central Time. Such daily cut-off times may be adjusted by the Bank in its sole discretion from time to time upon notice to you. If the deposits are not received by the end-of-day cutoff time, the Bank will not guarantee that deposits will be processed that day. The Bank may accept these deposits and they will be processed on the Bank's next Business Day. The Bank shall give provisional credit for deposits subject to revocation of credit for deposits as provided in Regulation CC and the Texas UCC. The availability of funds for deposits via Mobile Deposits is set forth in this Agreement.

Should a Drawee Financial Institution return an item to us unpaid, we will charge your respective Account for such returned item and may either (i) return the item to you, or (ii) re-present it to the Drawee Financial Institution before returning it to you. Items may be returned as Image Exchange Items, rather than Substitute Checks. Should a Drawee Financial Institution or other third party make a claim against us or seek re-credit with respect to any electronic image, we may provisionally freeze or hold aside a like amount in your Account pending investigation and resolution of the claim.

The Bank may reject any entry which does not comply with the requirements set forth herein. The Bank may reject any entry if Customer has failed to comply with its Account balance obligations. The Bank may reject any deposit from Customer that does not adhere to the applicable security procedures. The Bank shall notify Customer by phone or electronic transmission, including email or fax, of such rejection no later than the Business Day such deposit would otherwise have been completed. Notices of rejection shall be effective when given. The Bank shall have no liability to Customer by reason of the rejection of any such deposit or the fact that such notice is not given at an earlier time than that provided for herein.

Customer shall have no right to cancel or amend any deposit after its receipt by the Bank. However, if such request complies with the security procedures, the Bank shall use reasonable efforts to act on a request by Customer for cancellation of a deposit prior to transmitting it to the drawee bank, but shall have no liability if such cancellation is not implemented. Customer shall reimburse the Bank for any expenses, losses, or damages the Bank may incur in implementing or attempting to implement Customer's request for the reversal of a deposit.

You understand and acknowledge that we are relying on the truth and veracity of all Imaged Items submitted for deposit via Mobile Deposits by you to us, and you warrant that such Imaged Items accurately reflect Original Checks that are, or at the time of the creation of the Substitute Checks, were, in your possession. You also understand that issues regarding returned item collection, returned deposit, and other issues regarding deposit of items not specifically addressed in this Agreement shall be governed by the terms and conditions of the Account Agreement.

iii. Retention and Security of Original Checks. Customer shall retain the physical Original Checks that represent the deposit for at least ten (10) days following the date of their transmittal to Bank and agrees to make the originals available to the Bank within seventy-two (72) hours of the Bank's request. Such checks must be securely stored to prevent unauthorized access to the items until they are destroyed (locked cabinet, etc.). You understand that in all cases you are solely responsible for safeguarding all items you retain, during the reasonable period of time described above, from destruction, alteration or theft. Items are to be securely destroyed in a commercially reasonable manner that renders them unusable or otherwise unreadable (shredding) on the sixty-first (61st) day following the date of the deposit.

B. FUNDS AVAILABILITY REGARDING MOBILE DEPOSITS.

i. Your Ability To Withdraw Funds. These provisions apply only to demand deposit checking Accounts where deposits are made via Mobile Deposits. You agree that electronic images submitted via Mobile Deposits from your Mobile Device are not subject to the funds availability requirements of the Regulation CC. Our policy is to generally make funds from your Mobile Deposits available to you on the first Business Day after the day we receive your deposit. Funds that are deposited using Mobile Deposits will not be deemed "received" by us until we have received an electronic image that meets all of the requirements for deposits (including all requirements to create a Substitute Check) stated in this Agreement and in any Documentation. Once the funds are available, you can withdraw the funds in cash and we will

use the funds to pay items and transactions drawn on your Account. If you make a deposit via Mobile Deposits after the cut-off time of 6:00 p.m. Central Time or on a day that is not a Business Day, we will consider such deposit made on the next Business Day.

ii. Longer Delays May Apply. In some cases, we will not make all of the funds that you deposit via Mobile Deposits available to you on the first Business Day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$200 of your Mobile Deposits, however, will be available on the first Business Day. If we are not going to make all of the funds from your deposit available on the first Business Day, we will generally notify you at the time you make your deposit. We will also attempt to tell you when the funds will be available. If you will need the funds from a deposit via Mobile Deposits, you should contact us to inquire when the funds will be available.

In addition, funds you deposit via Mobile Deposits may be delayed for a longer period for a variety of reasons as determined in the Bank's sole discretion, including, but not limited to:

1. We believe a check you deposit will not be paid
2. We believe a check you deposit is a duplicate image
3. You deposit checks totaling more than any applicable per item limit, daily dollar amount limit, monthly item limit, or monthly dollar amount limit or any other limitations on your Mobile Deposits that the Bank may impose
4. You redeposit a check that has been returned unpaid
5. You have overdrawn your Account repeatedly in the last six months
6. There is an emergency, such as failure of computer or communications equipment
7. We exercise our rights to investigate any unusual or suspicious Mobile Deposit items as determined in the Bank's sole discretion

C. CUSTOMER REPRESENTATION AND AGREEMENTS; INDEMNITY. With respect to each and every deposit initiated by Customer, Customer represents and warrants to Bank that (a) each deposit is made payable to the Customer, (b) any necessary authorization is operative at the time of transmittal or crediting/debiting by the Bank as provided herein, and (c) Customer shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC. In addition to other indemnification under this Agreement, Customer also shall indemnify Bank against any loss, liability, or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

D. LIMITATION ON LIABILITY. In addition to the provisions contained in the Agreement, the Bank's liability shall not exceed the sum of the amount of any loss suffered by the Customer as a result of a breach of warranties under Regulation CC up to the amount of any Substitute Check, interest and expenses (including cost and reasonable attorneys' fees and other expenses of presentation) related to the Substitute Check reduced by any amount the Customer receives and retains as a re-credit. Furthermore, the Bank's liability shall be further reduced by the amount of any damages incurred as a result of the negligence or bad faith of the Customer. Without limiting the generality of the foregoing provisions, the Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission of communication facilities, equipment failure, war, emergency conditions, or other circumstances beyond the Bank's control.

In addition, the Bank shall be excused from failing to transmit or delay in transmitting a deposit if such transmittal would result in the Bank violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In such event, Customer shall be responsible for having a contingency plan in place including temporarily depositing original, paper items at any branch facility of the Bank.

Subject to the foregoing limitations, the Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Dallas for the period involved. At the Bank's option, payment of such interest may be made by

crediting the Account resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Customer or any other person described in the foregoing Agreement.

E. CUSTOMER RESPONSIBILITIES. Customer will maintain at least one or more Accounts at the Bank eligible for the transactions conducted via Mobile Deposits. With regard to Mobile Deposits, Customer will inspect and verify the quality of Imaged Items, ensuring that the electronic images of the front and back of the Original Checks are legible for all posting and clearing purposes by the Bank. The Customer's applicable Account will be charged for any deposited check that is later returned to the Bank owing to an actual or alleged breach of any warranty made in this Agreement. Customer will assist in the installation and implementation of any changes and upgrades to Mobile Deposits as required by Bank to ensure compliance with regulatory changes and developments, or to protect the integrity and security of Mobile Deposits. Customer will use Mobile Deposits to enter, process, and transmit Original Checks in accordance with procedures and transmission deadlines outlined in this Agreement. Customer will verify the Bank's receipt of its Mobile Deposits by reviewing deposits that have been posted to the designated Accounts, in addition to cooperating with the Bank in any investigation and resolving any unsuccessful or lost transmissions. Customer will comply with all Security Procedures outlined in this Agreement and any applicable documentation and agrees not to bypass, override or disable any security mechanisms in the processing software or processing equipment. Customer will cooperate with the Bank in providing information and access to Customer records in the event of lost, mistaken, incomplete, or unusable electronic images, or in the event of claims of fraud, alteration, counterfeit or otherwise. Customer may not perform Mobile Deposits for any third party, and any attempt to do so shall automatically terminate this Agreement, except for any provisions of this Agreement that are expressly to survive such termination.

20. Additional Provisions Applicable Only to Consumer Accounts

A. CUSTOMER LIABILITY FOR UNAUTHORIZED ELECTRONIC FUNDS TRANSFER TRANSACTIONS FROM CONSUMER ACCOUNTS. If you contact the Bank within two (2) Business Days after you discover the loss, theft, compromise, or unauthorized use of your Password or the loss or compromise of any other means to access your Account online, such as the loss of your Mobile Device, your liability is no more than \$50.00 if Customer's Password or other Account access means were used without permission. If you do not contact the Bank is within two (2) Business Days after such discovery, and the Bank can prove that the Bank could have prevented the transaction(s) if you had notified the Bank, your liability could be as much as \$500.00.

Also, if Customer's periodic statement shows transfers that Customer did not make, contact the Bank at once. If you do not notify the Bank within sixty (60) days after the statement was provided to you, you may not recover monies lost through transactions made after the sixtieth (60th) day if the Bank can prove the loss could have been avoided if the Bank had been timely notified. If a good reason (such as a long trip or hospital stay) kept you from contacting the Bank, time periods may be extended.

When you give someone your Password or the means to access your Online or Mobile Banking profile, you are authorizing that person to use your Online and Mobile Banking Services, and you are responsible for all transactions that person performs while using your Services. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, sign off after every Online Banking session and close your browser or the Mobile App to ensure confidentiality.

B. IN CASE OF ERRORS OR QUESTIONS ABOUT TRANSACTIONS INVOLVING CONSUMER ACCOUNTS. In case of errors or questions about your electronic transfers, contact customer service immediately at:

JEFFERSON BANK
CUSTOMER INQUIRY
P O BOX 2190

SAN ANTONIO, TEXAS 78201
(210) 736-7600

Please note that you may be asked to verify your identity by answering your security question(s).

Contact the Bank immediately in the case of errors or questions about your electronic transfers, or if more information is needed about a transfer listed on your periodic statement or Bank Account. The Bank must be notified no later than sixty (60) days after the Bank provided you the FIRST periodic statement upon which the problem or error appeared.

The Bank will need:

- i. Customer's name and Account number.
- ii. A description of the error or transfer in question, and an explanation of the suspected error or why you need more information.
- iii. The dollar amount of the suspected error.

If the request is made by telephone or by email, the Bank may require you to submit the complaint or question in writing by postal mail or fax within ten (10) Business Days.

The Bank will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days if the transfer involved a new Account) after the Bank hears from you and will correct any error promptly. An Account is considered a "new Account" during the first thirty (30) calendar days after the first deposit to the Account was made. If the Bank needs more time, however, the Bank may take up to forty-five (45) days (ninety (90) days if the transfer involved a new Account, was initiated from out of your state of residence, or was a point-of-sale debit card transaction) to investigate your complaint or question. If the Bank decides to do this, the Bank will give provisional credit to your Account within ten (10) Business Days (twenty (20) Business Days if the error involved a new Account) for the amount you think is in error, so that you will have use of the money during the time it takes the Bank to complete its investigation. If the Bank asks you to put your complaint or question in writing and the Bank does not receive it within ten (10) Business Days of such request, the Bank may decide not to credit your Account. The Bank will tell you the results within three (3) Business Days after it finishes its investigation. After the Bank completes its investigation, it will send you a written explanation. You may ask for copies of the documents that the Bank used in its investigation. If no error was detected and a provisional credit was issued, a corresponding debit will be made from the Account.

21. Additional Provisions Applicable Only to Business Accounts.

If you are a corporation, partnership, limited liability company, association or some other form of business entity, we will issue one set of access codes to an Account owner for each Authorized Party, which access codes will be used by the Authorized Party to generate his unique Security Procedures. It is your responsibility to ensure that Security Procedures are provided only to persons you authorize. You represent to us that each Account owner, Authorized Party, and anyone else using your Security Procedures has authority from your company to give us instructions to perform transactions using the Services.

Each person using your access codes may have the ability to:

- Transfer funds between Bank Accounts.
- Make payments from all bill pay funding Accounts, regardless of the dollar amount of the transaction.
- Make payments regardless of whether he/she is otherwise an authorized signer on any bill pay funding Accounts that are accessed.

- Obtain information that we make available about qualifying Accounts.
- Obtain other services or perform other transactions that we authorize or allow.
- Allow anyone else to use those Security Procedures to make payments or obtain information or other services.
- View eStatements.
- View check images.

A. CUSTOMER LIABILITY FOR UNAUTHORIZED ELECTRONIC FUNDS TRANSACTIONS FROM BUSINESS ACCOUNTS.

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or a company representative has given someone your Security Procedures and you want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. You will be solely liable for all transactions and other communications initiated before the Bank has received such notification and has had a reasonable opportunity to act on such notification. We may have to change your Security Procedures or take additional steps to prevent further access by such person.

Our system supporting the Services is designed so that it may be operated only upon entry of valid Security Procedures. Since we condition access upon entry of valid Security Procedures, we will accept instructions for payments or other transactions from any person using valid Security Procedures. This is so even if the person obtaining access:

- Is not a company representative.
- Exceeds your authority or that granted by any company representative.
- Does not have your authority.
- Has had his/her authority changed or revoked.
- Is an imposter or thief.

You agree to be bound by all transactions from any business Account for which valid Security Procedures were used. You authorize us to treat any instructions we receive using valid Security Procedures as if the instructions had been made in writing and signed by the appropriate company representative. You agree that the Bank's records as to this Agreement and all related agreements and Service provisions will be conclusive, binding, and presumed accurate, in the absence of manifest error, regarding any access to, or action taken through, the Services. Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the Security Procedures that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down.

You agree to promptly examine all Account statements and any confirmations of transactions which we may send or make available to you, and to promptly notify us of any discrepancy or error within fourteen (14) days of receipt of any such statement or confirmation. If you fail to notify the Bank of any such error or discrepancy within fourteen (14) days of the date on which such information is received by or otherwise made available to you, then you agrees that the Bank will not be liable for any losses resulting from your failure to give such notice or any resulting loss of interest relating to any transactions. If you fail to notify the Bank of any such error or discrepancy within thirty (30) days of the date on which such information is received by or otherwise made available to you, then you shall be precluded from asserting such error or discrepancy against the Bank. Notwithstanding the foregoing, the Bank reserves the right to, in its sole discretion, adjust transaction records for good cause after the expiration of said thirty (30) day period.

Call us at 210-736-7600 or write to us at Jefferson Bank, Customer Inquiry, PO Box 2190, San Antonio, Texas 78201-0190 as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

22. Stop Payments on Checks

You acknowledge that the “Stop Payment” feature is an alternate entry system for issuing Stop Payment orders on single paper checks between you and the Bank. When utilizing this feature, you warrant that the information describing the check, including the check date, its exact amount, the check number and payee, is correct. You acknowledge that the exact amount of the check 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 check. You agree 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. 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 Bill Payment.

23. Services Fees for Online Banking Services

All charges and fees for the Online Banking Services shall be at a rate specified in the Bank’s applicable fee schedule and Account Agreement, as amended from time to time. You are responsible for all telephone, internet, data or other access charges you incur in connecting to the Online Banking Services as well as all charges assessed by any Internet service provider you use.

24. Third-Party Software and Third-Party Content

From time to time, we may offer third-party software tools and products that you may elect to install on your computer or Mobile Device and/or access through the Online Banking System (collectively “Third-Party Software”). You are responsible for obtaining a valid and separate license agreement with the provider of the Third-Party Software. From time to time, we may also offer information, commentary, and tools supplied by companies that are not affiliated with us (“Third-Party Content”). All of the Third-Party Content in the Online Banking System is labeled as such, and may be available either in a frame, via a hyperlink, or simply posted in the Online Banking System. We do not own any interest in Third-Party Content. We do not edit, review, or endorse any Third-Party Content. You agree and understand that:

- you assume all risk that any Third-Party Software you download and install, or any information you enter into the Third-Party Software, may be accessed by unauthorized third parties; and
- if you use the Third-Party Software to transmit information, you and the Third-Party-Software provider are responsible for the security and confidentiality of that information.

You agree that any Third-Party Software that you download is done at your own risk and you alone are responsible for any damage that might occur to the computer or other electronic device to which you download any Third-Party Software, or any loss or corruption of data that might occur as a result of the downloading or its installation in a computer or other electronic device.

You also agree that you are solely responsible for acquiring and maintaining a computer or other electronic device that has capabilities of handling and accessing the Third-Party Software, including any necessary equipment such as a modem, and that you are responsible for all costs associated with accessing the Third-Party Software. You also agree that any Third-Party Software you download is provided to you “as is” and “as available” and any Third-Party Content you review or utilize is provided to you “as is.” You agree that we make no warranties and have no liability as to:

- the accuracy, completeness, availability or timeliness of the information, text, graphics, or other items provided, stored, evaluated or processed through the Third-Party Software or Third-Party Content;
- the errors or omissions in the delivery or transmission of the Third-Party Software or Third-Party Content from us to you; and

- the Third-Party Software's or Third-Party Content's fitness for a particular purpose and non-infringement of any third-party rights.

You also agree that we will not be liable to you for:

- your inability to use the Third-Party Software;
- the accuracy, timeliness, loss or corruption, or misdelivery, of any Account information or any other information processed by the Third-Party Software; or
- unauthorized access to your Accounts or to your Account information and any misappropriation, or alteration, of your Account information or data as a result of your installation or use of the Third-Party Software.

25. Warranties Disclaimer

THE BANK MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE ONLINE BANKING SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS, AND THEN ONLY TO THE EXTENT, DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW. THE INFORMATION AND MATERIALS CONTAINED IN THE ONLINE BANKING SERVICES, ONLINE BANKING SYSTEM, MOBILE APP, AND WEBSITE, INCLUDING TEXT, GRAPHICS, LINKS OR OTHER ITEMS ARE PROVIDED "AS IS," "AS AVAILABLE". THE BANK DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS.

26. Indemnification

You agree, at your expense, to defend, indemnify, hold harmless, protect and fully compensate the Bank, its affiliates, and their respective officers, directors, employees, consultants, agents, distributors, partners, licensors and third-party providers from any and all claims, liability, damages, losses, expenses and costs (including attorneys' fees) caused by or arising from (a) a third-party claim, action or allegation of infringement based on your use of the Online Banking Services, or information, data, files or other content you submitted or uploaded; (b) any fraud, manipulation, or other violation of law by you; (c) a breach of this Agreement by you; (d) your acts or omissions; or (e) any third-party claim, action or allegation brought against Bank arising out of or relating to a dispute between its users over the terms and conditions of a contract or related to the purchase and sale of any Online Banking Services. For the avoidance of doubt, your obligations hereunder shall extend to indemnification based on the acts and omissions of any fiduciary acting on your behalf (e.g., trustee, court-appointed guardian, or agent acting under a power of attorney). Additionally, if you are a business entity, your obligations hereunder shall extend to indemnification based on the acts and omissions of your Authorized Parties and any other employees, consultants and agents.

27. Limitations of Liability

The Bank agrees to use reasonable efforts to ensure full performance of the Online Banking Services. The Bank will be responsible for acting only on those instructions sent through the Online Banking Services which are actually received and cannot assume responsibility for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of messages you send. The Bank is not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider or caused by any browser software. Any information you receive from the Bank can be provided only on a best efforts basis for your convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information. The Bank is not responsible for any computer virus or related problems which may be attributable to the Online Banking Services or to any services

provided by any Internet Services Provider. With respect to Bill Pay, Bank has no duty to monitor the payments that are made through the Online Banking Services. If 1) you are a business and one of your Authorized Parties uses your Bill Pay Account to pay bills which are not yours, or 2) a person acting as a fiduciary on your behalf (e.g., a trustee, court-appointed guardian, or agent acting under a power of attorney) uses your Bill Pay Account to pay bills which are not yours, you assume the entire risk of loss and indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with such use.

UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL THE BANK OR ITS AFFILIATES, OR OUR OR THEIR RESPECTIVE THIRD-PARTY PROVIDERS, PARTNERS, LICENSORS, EMPLOYEES, DISTRIBUTORS, OR AGENTS BE LIABLE TO YOU FOR INCIDENTAL, INDIRECT, DIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING GROSS NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, DAMAGES FOR TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF PRIVACY, OR PECUNIARY LOSS ARISING OUT OF OR IN CONNECTION WITH (A) YOUR USE OR INABILITY TO USE (INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, INACCURACY, ERROR, OMISSION, FAILURE OF PERFORMANCE, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE, OR SYSTEM FAILURE) THE ONLINE BANKING SERVICES, INCLUDING, BUT NOT LIMITED TO, THE ONLINE BANKING SYSTEM, MOBILE APP, AND WEBSITE; (B) ANY ACT OR OMISSION BY US IN ADMINISTERING THE ONLINE BANKING SERVICES, INCLUDING, BUT NOT LIMITED TO, THE ONLINE BANKING SYSTEM, MOBILE APP, AND WEBSITE; (C) THE PURCHASE OR USE OF ANY GOODS OR SERVICES OF MERCHANTS OR SUPPLIERS THROUGH THE ONLINE BANKING SERVICES, INCLUDING, BUT NOT LIMITED TO, THE ONLINE BANKING SYSTEM, MOBILE APP, AND WEBSITE, OR (D) YOUR ACTS OR OMISSIONS OR ANY ACTS OR OMISSIONS OF ANY FIDUCIARY ACTING ON YOUR BEHALF (E.G., A TRUSTEE, COURT-APPOINTED GUARDIAN, OR AGENT ACTING UNDER A POWER OF ATTORNEY), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. HYPERLINKS TO OTHER INTERNET RESOURCES ARE USED AT YOUR OWN RISK; THE CONTENT, ACCURACY, OPINIONS EXPRESSED, AND OTHER LINKS PROVIDED BY THESE RESOURCES ARE NOT INVESTIGATED, VERIFIED, MONITORED, OR ENDORSED BY THE BANK. THE LIMITATIONS OF DAMAGES SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN THE BANK AND YOU. THE BANK WOULD NOT BE ABLE TO PROVIDE THE ONLINE BANKING SERVICES WITHOUT SUCH LIMITATIONS. SOME STATES DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

With respect to business Accounts and use of the Online Banking Services, if we fail or delay in making a transfer pursuant to your instructions, or if we make a transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount which we failed to timely transfer, calculated from the date on which the transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a transfer in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed sixty (60) days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where Bank is headquartered for each day interest is due, computed on the basis of a 360-day year.

28. Changes in Terms

The Bank may change the Online Banking Services and the terms, including fees, set forth in this Agreement, the Bank's fee schedule, or any related agreement, disclosure, or documentation at any time. You will be notified of any such change as required by applicable law, including, but not limited to, by mail or by an electronic message. You understand that, by using the Online Banking Services after a change becomes effective and after you are notified of the change, you are agreeing to and are bound by the change.

29. Termination

This Agreement will remain in effect until it is terminated by you or the Bank. You may terminate this Agreement at any time by 1) calling the Electronic Banking Department at 210-736-7230, or 2) writing to the Electronic Banking Department at PO Box 5190, San Antonio, Texas 78201-0190. The Bank may cancel this Agreement and terminate your use of the Online Banking Services for any reason, at any time, in the Bank's sole discretion. The Bank will use commercially reasonable measures to notify you in advance of any such termination, but the Bank is not obligated to do so.

30. Severability

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable.

31. 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 the Online Banking 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 your Accounts with the Bank or the Online Banking Services shall also 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. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

YOU AGREE THAT ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR USE OF THE ONLINE BANKING 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 YOUR PERMANENT RESIDENCE IN WHICH AN OFFICE OF THE AAA IS LOCATED, OR IF YOUR PERMANENT RESIDENCE IS OUTSIDE THE U.S., THEN IN SAN ANTONIO, TEXAS. IF THE BANK SHALL INITIATE ANY ARBITRATION, OR YOU INITIATE 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 YOU HAVE 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 YOU INITIATE ARBITRATION AND THE AMOUNT IN CONTROVERSY IS \$300 OR MORE, THEN THE BANK AND YOU 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. JUDGMENT MAY BE ENTERED UPON ANY AWARD IN ANY COURT HAVING JURISDICTION.

BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES OR ANY INTENDED THIRD PARTY BENEFICIARY ARISING UNDER OR RELATING TO THIS AGREEMENT.

32. Assignment

The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party. You may not assign any of your rights or duties under this Agreement at any time.

33. Entire Agreement

This Agreement is the entire agreement between you and Bank regarding your use of the Online Banking Services. This Agreement supersedes any prior discussions and agreements between you and the Bank regarding the Online Banking Services and any marketing or other similar material pertaining to the Online Banking Services delivered to you in writing or verbally, or obtained from the Website, Online Banking System, or Mobile App or the site of any Internet service provider.

34. Interruptions in Services

The Bank may on a regular basis perform maintenance on the Bank's equipment or systems which may result in interruption of the Online Banking Services. The Bank will not be liable to you as a result of any such interruptions.

35. Consent to this Agreement

You acknowledge that you 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 you access using the Online Banking Services. **BY SELECTING "I AGREE" AND USING THE ONLINE BANKING SERVICES, INCLUDING, BUT NOT LIMITED TO, THE ONLINE BANKING SYSTEM, MOBILE APP, AND WEBSITE, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, ACCEPT THIS AGREEMENT WITHOUT MODIFICATION, AND WILL BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT JUST AS IF YOU SIGNED A PAPER VERSION OF THE AGREEMENT. FURTHERMORE, YOU UNDERSTAND THAT BY USING THE ONLINE BANKING SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS AS THEY MAY BE AMENDED IN THE FUTURE. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU UNDERSTAND THAT YOU SHOULD NOT USE THE ONLINE BANKING SERVICES, INCLUDING, BUT NOT LIMITED TO, THE ONLINE BANKING SYSTEM, MOBILE APP, AND WEBSITE.**

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST EXIT ENROLLMENT IN ONLINE BANKING AND MUST NOT SELECT "I AGREE."