

THE BANK OF AUSTIN CASH STREAM ONLINE BANKING AGREEMENT

The following agreement contains terms applicable to The Bank of Austin Cash Stream Online Banking services for both personal and business customers. A personal account is one used primarily for personal, family or household purposes; all other accounts are business accounts. Sections 24-27 apply only to transfers or payments to or from personal deposit accounts; Sections 28-30 apply only to payments or transfers to or from business deposit accounts; and the remaining sections apply equally to both personal and business deposit and credit accounts. We recommend that you read this document carefully and print a copy for your reference. GENERAL TERMS APPLICABLE TO ALL USERS This Agreement between The Bank of Austin (“us,” “we” or “our”) and “you” (the person(s), or in the case of a business account, the business entity applying for or using The Bank of Austin’s Cash Stream Online Banking), contains the terms and conditions for The Bank of Austin Cash Stream Banking service, hereafter called “Cash Stream.” The Bank of Austin and you agree as follows:

1. Online Banking Services- Your use of any Cash Stream service or allowing another to use Cash Stream shall mean that you agree to these terms and conditions. Your “Cash Stream ID Number” is a unique identification number relating to Cash Stream that we have assigned to your account. You will receive your Cash Stream ID Number in a separate communication. You may open additional The Bank of Austin accounts and have them assigned to your Cash Stream ID Number. You can change the Cash Stream ID we assign you at any time to a more individualized identifier of up to 12 characters in length. Your initial Cash Stream PIN will be disclosed to you at the time you apply for this service. After you initially sign on, the system will prompt you to immediately change your PIN to a PIN of your choice to safeguard access to your financial information. The Bank of Austin may, at its option, change the PIN parameters without prior notice to you, and if it does so, you will be required to change your PIN the next time you enter Cash Stream. You agree that you will not give your PIN or make it available to any other person. You are responsible for all transfers and payments you authorize using your PIN and Cash Stream. You may perform the following banking transactions when you use Cash Stream with your PIN: • Obtain balance information on your eligible The Bank of Austin deposit accounts linked for Cash Stream and review account transactions for deposit accounts from the time you became a The Bank of Austin Cash Stream customer. • View balances and transactions of other accounts, which you have with The Bank of Austin, from the time you became a The Bank of Austin Cash Stream customer. • Transfer funds among The Bank of Austin deposit accounts as long as such accounts have been linked for access through Cash Stream. Note: Not all accounts are eligible to be linked for transfer via Cash Stream. We reserve the right to limit transfer eligibility to certain types of accounts and to change such eligibility from time to time. Accounts established under any applicable state laws Uniform Transfers to Minors Act or Uniform Gifts to Minors Act, estate accounts or formal trust (except for Totten trust) accounts linked for Cash Stream are not eligible for transfers between accounts or for making payments. Note: Any transfer made from any of your savings or Money Market accounts by using Cash Stream is a restricted transfer subject to certain limitations. Please refer to our Deposit Account Agreement and Disclosure for full details. If you have contracted for bill payment services, you may make payments from certain of your The Bank of Austin checking accounts to selected payees of your choice located within the United States (tax payments, payments to any governmental agency, or payments made pursuant to court orders or fines are not allowed).

2. Internet Access- In order to be assured that your transactions are secure, you must use a browser capable of supporting 128 encryption. If you are currently using Microsoft Internet Explorer Browser of 6.0 or higher or Netscape Navigator version of 6.01 and higher, you will automatically enable 128 encryption. If you are using any Microsoft or Netscape browser that is less than the recommended 5.0 for Microsoft Windows, 5.0 for Microsoft Mac or 4.08 for Netscape Navigator, you should upgrade to these versions before using our on-line banking services. You are responsible for obtaining, installing, maintaining and operating all computer equipment in accordance with such requirements as may be provided by the equipment manufacturers. You agree that you will utilize a reputable antivirus software program on your equipment and that you will update such antivirus software periodically in accordance with a commercially reasonable schedule. You are additionally responsible for obtaining Internet services via the Internet provider of your choice, for any and all fees imposed by such Internet provider and any communications service provider charges associated therewith. You acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet, and you hereby expressly assume such risks (to the extent the law allows you to do so). You acknowledge that you have requested the service for your convenience, have made your own independent assessment of the adequacy of the Internet as a delivery mechanism for accessing information and initiating instructions, and that you are satisfied therewith.

3. Electronic Mail and Notices- As used herein, the term “e-mail” means secure two-way electronic correspondence between you and The Bank of Austin. It also means the manner by which and the facility through which, such secure electronic correspondence is transmitted and received between you and The Bank of Austin within our Cash Stream service. You may also

contact us by calling 512-956-4800 or writing to us at The Bank of Austin, 8701 N. Mopac Expressway | Atrium Office Centre, Ste 225, Austin, TX 78759. You agree that you will not use any electronic communication feature of the Cash Stream service for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene or threatening. The Bank of Austin shall be entitled, but is not obligated, to (1) review or retain your electronic communications for, among other reasons, monitoring the quality of service you receive, your compliance with this Agreement and the security of your accounts, and (2) disclose your electronic communications to the same extent it may disclose other information about you or your account(s) as provided elsewhere in your account agreement(s). In no event will The Bank of Austin be liable for any costs, damages, expenses or other liabilities incurred by you as a result of such activities by The Bank of Austin. You agree that by using Cash Stream, all notices which we may be required to give you arising from our obligations under this Agreement or other agreements you may have with us concerning your accounts or services or from applicable law, may be sent to you electronically via e-mail. Be sure to check your mailbox frequently for notices and other communications from us.

4. New Services- We may, from time to time, introduce new services to Cash Stream or modify or delete existing services. We shall notify you of any of these changes to services. By using any new or modified services when they become available, you agree to be bound by the rules concerning these services. Copies of such rules will be made available to you at your request or will be sent to you if we are required by law to automatically provide you with such rules.

5. Charges- Cash Stream is currently free to all The Bank of Austin customers. We reserve the right from time to time upon notice to you to add, delete or modify charges. You are responsible for all fees imposed by any telephone or Internet service provider in connection with your use of Cash Stream.

6. Statements- You will receive a monthly account statement, which will show any transfers or payments made to or from any account you have previously designated as Cash Stream accessible.

7. Disclosure of Account Information to Third Parties- It is our general policy to treat your account information as confidential. In most instances, we will require a subpoena, summons, search warrant, court order or your authorization before disclosing information to third parties about your accounts or the transfers or payments you make. However, we may provide information about your designated accounts, your Cash Stream transactions and your e-mail messages to any agent we select to assist us in providing Cash Stream. When we conduct business with third parties, we require their vendors and suppliers to maintain similar standards of conduct regarding the privacy of personally identifiable customer information provided to them.

8. No Warranties- EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF CASH STREAM, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE OR SOFTWARE, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR YOUR TELEPHONE SERVICE. NETTELLER AND RELATED DOCUMENTATION ARE PROVIDED "AS IS." WE DO NOT MAKE ANY WARRANTIES CONCERNING THE EQUIPMENT, THE SOFTWARE OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BANK OF AUSTIN IS NOT RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER, SOFTWARE, MODEM, TELEPHONE OR OTHER PROPERTY RESULTING FROM YOUR USE OF NETTELLER.

9. Other Agreements- In addition to this Cash Stream Customer Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either this service or products that may be accessed via this service, your Deposit Account Agreement and Disclosures (or for business accounts, our Deposit Account Agreement and Terms and Conditions for Business Accounts and Services), The Bank of Austin's rules and regulations, and applicable state and federal laws and regulations. We agree to be bound by them also. The addresses, telephone numbers, and other information, rights and responsibilities contained in this Cash Stream Customer Agreement are limited to Cash Stream Banking related activities, and do not cover your The Bank of Austin Debit Card, or other types of electronic fund transfers or payments by which you may be able to access your The Bank of Austin accounts. Please refer to the documentation that you receive for those services for that information. Any overdraft that you may incur through your use of Cash Stream is subject to the terms of applicable agreement for credit between The Bank of Austin and you.

10. **The Bank of Austin Right to Terminate-** The Bank of Austin reserves the right to terminate this Customer Agreement and the services covered hereby, in all or part, at any time without prior notice. If you do not access any of your Cash Stream services for a period of three (3) months or greater, we reserve the right to suspend or terminate your service.

11. **Alterations and Amendments-** The terms of this Customer Agreement and other documentation and requirements associated with Cash Stream may be altered or amended by us. In such event, we shall send notice to your e-mail address or such other address as may appear on The Bank of Austin records if we are required to do so by applicable law. Any use of Cash Stream after we send you a notice of such change will be your agreement to the change.

12. **Disputes-** In the event of a dispute regarding Cash Stream, you and we agree to resolve this dispute by looking to this Customer Agreement. If there is a conflict between what one of our employees says and the terms of this Cash Stream Customer Agreement, the terms of this Cash Stream Customer Agreement shall control.

13. **Governing Law-** Any disputes arising from or related to your accounts with The Bank of Austin or services provided to you by The Bank of Austin shall be governed by the laws of the State of Texas (without reference to the conflict of law rules thereof). In addition, any dispute arising from or related to your accounts with The Bank of Austin or services provided to you by The Bank of Austin shall be governed by federal laws and regulations, Federal Reserve Bank rules and Operating Circulars, local clearinghouse rules, Automated Clearing House rules, and general commercial bank practices applicable to accounts of your type and/or to the services provided by The Bank of Austin.

14. **Assignment-** The Bank of Austin may assign or delegate certain of its rights and responsibilities under this Cash Stream Customer Agreement to independent contractors or other third parties.

15. **Our Business Days-** Monday through Friday 9:00 a.m. to 5:00 p.m., excluding federal holidays.

16. **Cancellation of Cash Stream Service-** If, for any reason, you should ever wish to cancel your Cash Stream service, you must notify The Bank of Austin either by e-mail or by writing to the address set forth in Section 3. Such notice will serve to cancel your Cash Stream service only, not your account relationships with The Bank of Austin.

17. **Records-** The Bank of Austin's records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions to The Bank of Austin and, in the absence of manifest error, will be binding and conclusive.
ADDITIONAL TERMS APPLICABLE TO DEPOSIT ACCOUNT TRANSFER SERVICES

18. **Deposit Account Transfer Services-** To use Cash Stream for transfers, you must maintain at least two deposit accounts with The Bank of Austin, among which you may transfer funds. Your The Bank of Austin account from which you are requesting a transfer via Cash Stream is called your "Transfer From Account." You can authorize automatic recurring transfers between your The Bank of Austin deposit accounts for the same amount at each occurrence for as long as you wish. Repetitive Transfers ("Repetitive Transfers"), as well as one-time transfers, will be posted the day before when scheduled to transfer on a non-business day. You authorize The Bank of Austin to charge your designated Transfer From Account for all transfers of funds that you authorize through Cash Stream. We will not be obligated to make any transfer you may request unless there are sufficient available funds in your Transfer From Account to cover the transfer on the date of such request. In the event of an overdraft to your Transfer From Account, The Bank of Austin may charge any other of your accounts for the amount of the overdraft. If your Cash Stream connection is interrupted during an online session, you should sign on to Cash Stream again and review the balance and/or histories of the affected accounts. If the balance in the "Transfer From Account" has not changed, the transfer was not transmitted by The Bank of Austin and you should re-enter it.

19. **Cutoff Time for Account Transfer Services-** Cash Stream allows you to make transfers 24 hours a day, seven days a week. Any transfer made after 12:00 a.m. Central Standard Time or on any non-business day, will be processed as of the next Business Day. The only exceptions are during system maintenance periods and at such times you may experience a delay or may not be able to gain access to the system. ADDITIONAL TERMS APPLICABLE TO BILL PAYMENT SERVICES

20. **Payment Services-** To use Cash Stream Bill Paying Service for payments, you must maintain a checking account with The Bank of Austin and designate one of your eligible The Bank of Austin deposit accounts as your Pay From Account on the Cash Stream Bill Paying Service application. As used in this Agreement, the following terms have the following meanings: "Cutoff Time" means the time by which you must transmit payment instructions to have them considered entered on that particular Business Day. The specific Cutoff Time is set forth in Section 23 hereof; "Fees" means a monthly charge for the use of Cash Stream Bill Paying Service and/or Non-Sufficient Funds (NSF) or Overdraft (OD) charges as outlined in the bank's current Fee

Schedule for Consumer Accounts or Fee Schedule for Commercial Accounts; "Payment" means payment instructions you transmit for processing via Cash Stream Bill Paying Service (including Payments Pending and Repeating Payments); "Payee" means the merchant or other person or entity to which you wish a payment to be directed; "Pay From Account" means your The Bank of Austin deposit account from which all payments will be made hereunder; "Payment Date" means the Business Day of your choice upon which your payment will be sent and the day as of which your Pay From Account will be debited; "Payment Pending" means any payment instruction which you have ordered to be made which has not been canceled by you before the Cutoff Time on the Payment Date; and "Repetitive Payment or Repetitive Transfer" means automatic recurring payments or transfers for the same payment amount which you can authorize for payment or transfer up to 90 days in advance of the first due date. Recurring payments or transfers can be set up to pay weekly, bi-weekly, monthly, semi-monthly, quarterly, annually or semi-annually. Recurring payments or transfers must have an end date of any date in the future. As a Cash Stream subscriber, you can arrange, at your option, for the payment of your current, future and recurring bills from your Bill Paying Account. You may select an unlimited number of Payees located within the United States to pay using Cash Stream Bill Paying Service. By furnishing us with the names of the Payees you wish to pay, you authorize us to follow the payment instructions to these Payees that we receive through Cash Stream Bill Paying Service. When we receive a payment instruction (for the current or a future date), we will send funds to the Payee on your behalf, from the funds in your Pay From Account. We will not be obligated to make any payment of any item unless there are sufficient available funds in your Pay From Account (including any Overdraft Privilege or any other credit account supporting your Pay From Account) to cover the payment on the Payment Date. You agree to maintain sufficient available balances in your Pay From Account to cover all payments. You agree that Cash Stream Bill Paying Service may, at its option, follow your instructions to make payments to a named Payee, even though a debit to your Pay From Account may bring about or increase an overdraft. In the event of an overdraft to your Pay From Account, we may charge any other of your accounts for the amount of the overdraft. The Bank's Consumer and Commercial Fee Schedules contain information regarding all charges and fees, such as Non-Sufficient Funds and Overdraft Fees that may be imposed by the bank or by its provider. While it is anticipated that we will begin processing most transactions on the Payment Date you select, it is understood that due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding companies or financial institutions, some transactions may take a few days longer to be credited by your Payee to your Payee account. FOR THIS REASON, PAYMENTS SHOULD BE SCHEDULED BY THE CUTOFF TIME AT LEAST FIVE (5) BUSINESS DAYS IN ADVANCE OF THE ACTUAL DUE DATE (NOT THE LATE DATE) OF YOUR PAYMENT OBLIGATION. WE WILL NOT BE RESPONSIBLE FOR ANY CHARGES IMPOSED, OR ANY OTHER ACTION, BY A PAYEE RESULTING FROM A LATE PAYMENT, INCLUDING ANY APPLICABLE FINANCE CHARGES AND/OR LATE FEES. (ELECTRONIC PAYMENTS GENERALLY DO NOT HAVE TO BE SCHEDULED AS FAR IN ADVANCE.) You authorize us to charge your designated Pay From Account for all payments that you authorize through Cash Stream Bill Paying Service. The Bank of Austin and any agent used by us in connection with Cash Stream Bill Paying Service is authorized to prepare drafts drawn on your Pay From Account and/or electronically debit your Pay From Account for the purpose of making payments. We are authorized to accept any draft drawn on the Pay from Account on presentment and charge the Pay From Account even though it does not bear your signature where such draft has been issued as part of the Cash Stream Bill Paying Service. Because your payment instructions are transmitted to us on your computer, the payment will not be sent to your Payee with the Payee's payment stub. Payments received without the payment stub are sometimes processed at a different location. Some Payees may take longer to post the payment to your account if the payment stub is not included with the payment, although federal regulations may limit certain creditors (such as credit card issuers) to a period of up to five (5) days. For this reason, we recommend that you contact your Payees to ensure that you have the right address and that you schedule payments in sufficient time to allow for your payment to be sent to your Payee and the payment to be posted. Cash Stream Bill Payment checks are intended for deposit only, not for encashment.

21. Transmission Interruptions- You should follow the procedures set forth in Section 18 if for any reason your Cash Stream Bill Paying Service connection is interrupted during an online session.

22. Canceling or Stopping Payments- You may add, edit, or delete a payment up to 2:00 PM Central Standard Time on the day the payment is scheduled to be sent. After a check is printed and mailed, payment history will show the check number for that payment. The stop payment would be added in the same manner as for a regular check written out of your checkbook. ELECTRONIC payments cannot be stopped.

23. Merchant or Payee Limitation- You can pay ANYONE in the United States from the next-door neighbor, to the utility company, to the bank, and even a child in college across the country. Payments on any merchant that is on Princeton's database can go electronically. If a merchant is not on the list you may send the payment as a check. Make sure that you enter

your merchant account number exactly the way it appears on your bill. If you choose a merchant on the electronic database that requires an address match, choose the correct remittance address listed on your bill.

24. Cutoff Times for Payments- Cash Stream Bill Paying Service allows you to add, edit or delete payments 24 hours a day, seven days a week. The only exceptions are during system maintenance periods and at such times you may experience a delay or may not be able to gain access to the system. Payments are processed Monday through Friday at 2:00 PM Central Standard Time on the day the payment is due. Electronic payments will be deducted as of the Payment Date from the applicable Pay From Account. Check payments will be deducted on the day that the check clears on the Pay From Account. All payments initiated on any non-Business Day or after the Cut-off Time on any Business Day will be processed as of the next Business Day. Payments entered on the weekend, recurring or one time, will be processed on the next business day. All Cutoff Times referenced in this agreement reflect the times displayed on Cash Stream Bill Paying Services internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer. For this reason, we suggest that you transmit any instructions to Cash Stream Bill Paying Service sufficiently in advance of such Cutoff Times to eliminate the possibility of missing the cut-off. **ADDITIONAL TERMS APPLICABLE ONLY TO TRANSFER AND BILL PAYMENT SERVICES FOR PERSONAL ACCOUNTS**

25. Repetitive Payments and Repetitive Transfers - If you order us to stop a Repetitive Payment or Repetitive Transfer three (3) Business Days or more before the Payment Date, and we do not do so, we will be liable to you for those losses or damages as provided by law. If you desire to cancel a Repetitive Payment or Repetitive Transfer, you should cancel your payment online. If for any reason you cannot access Cash Stream Bill Paying Service, you may also call or write The Bank of Austin at the phone number or address set forth in Section 3. Regardless of the method used to cancel your Repetitive Payment or Repetitive Transfer, we must receive your request three (3) Business Days or more before the scheduled Payment Date of the Repetitive Payment or Repetitive Transfer. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. If you order us to stop a Repetitive Payment or Repetitive Transfer three (3) Business Days or more before the Payment Date, and we do not do so, we will be liable to you for those losses or damages as provided by law.

26. Your Liability for Unauthorized Transfers or Payments - If you permit other persons to use Cash Stream Bill Paying Service or your PIN, you are responsible for any transactions they authorize from your deposit and credit accounts. If you believe that your PIN has been lost or stolen or that someone has made payments, transferred or may transfer money from your account without your permission, notify us AT ONCE, at the phone number or address set forth in Section 3. If you do not do so, you could lose all the money in each of the accounts, as well as all of the available funds in your Overdraft Privilege or any credit line included among your accounts. If you believe your PIN has been lost or stolen or that an unauthorized transfer or payment has been made from any of your accounts, and you tell us within two (2) Business Days after you discover the loss or theft, you can lose no more than \$50 if someone makes a transfer or payment without your authorization. If you do not tell us within two (2) Business Days after you discover the loss or theft of your PIN or that an unauthorized transfer or payment has been made from any of your accounts, and we can prove we could have stopped someone from making a transfer or payment without your authorization if you had told us, you could lose as much as \$500. Furthermore, if any account statement shows transfers or payments that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after a statement showing such a transfer or payment was transmitted to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason, such as a long trip or hospital stay, kept you from telling us, we will extend the time periods.

27. Our Liability- If we do not complete a transfer or payment to or from an eligible account on time or in the correct amount according to our agreement with you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions. We will not be liable, for example: A) If, through no fault of ours, your account does not contain sufficient funds to make the transfer or payment, and the transfer or payment would exceed any credit line or any Overdraft Privilege™ for such account. B) Cash Stream Bill Paying Service or your operating system was not functioning properly at the time you attempted to initiate such transfer or payment, and it was evident to you at the time you began the transfer or payment. C) Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like. D) The Payee mishandles or delays processing or posting a payment sent by Cash Stream Bill Paying Service. E) You failed to provide the correct Payee names or account information. F) If you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee on a payment. The list of examples set out in this Section 28 is meant to illustrate circumstances under which we would not be liable for failing to make a transfer or payment and is not intended to list all of the circumstances where we would not be liable.

28. Errors and Questions- In case of errors or questions about your electronic transfers or payments, you should contact us at any time, seven days a week, or write us as soon as you can, at the address or phone number set forth in Section 3 if you think that your statement is wrong or if you need more information about a transfer or payment listed on the statement. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. Tell us your name and the account number(s) of the account(s) involved. Describe the error or the transfer or payment you are uncertain about, and explain as clearly as you can why you believe it is an error or why you need more information. Tell us the dollar amount of the suspected error. If you tell us in person or by telephone, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within 10 Business Days (20 Business Days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of your money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. If we find there was no error, we will send you a written explanation within three (3) Business Days after we finish our investigation. You may ask for copies of the documents that we used in our investigation; if we provisionally credit your account, we may take back the amount of any credit if we find that an error did not occur. ADDITIONAL TERMS APPLICABLE ONLY TO TRANSFER AND BILL PAYMENT SERVICES FOR BUSINESS ACCOUNTS

29. Your Liability for Unauthorized Transfers or Payments- You are responsible for all transfers and payments, which are authorized using your Cash Stream Online Banking Password and your Cash Stream Bill Paying Service Password. If you permit other persons to use Cash Stream Online Banking or your Password, you are responsible for any transactions they authorize. NOTE: ACCOUNT ACCESS THROUGH NETTELLER ONLINE BANKING IS SEPARATE AND DISTINCT FROM YOUR EXISTING SIGNATURE ARRANGEMENTS FOR YOUR ACCOUNTS. THEREFORE, WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH NETTELLER ONLINE BANKING, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD; NETTELLER SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY IT WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS. We shall have no liability to you for any errors or losses you sustain in using Cash Stream Online Banking except where we fail to exercise ordinary care in processing any transaction. We shall also not be liable for any failure to provide any service if the account(s) involved is no longer linked for Cash Stream Online Banking service. Our liability in any case shall be limited to the amount of any funds improperly transferred from your Pay From Account less any amount which, even with the exercise of ordinary care, would have been lost. Without regard to care or lack of care of either you or Cash Stream, a failure to report to us any unauthorized transfer, payment or error from any of your accounts within fourteen (14) days of our providing you with a bank statement showing such unauthorized transfer, payment or error shall relieve us of any liability for any losses sustained after the expiration of such fourteen-day period and you shall thereafter be precluded from asserting any such claim or error.

30. Errors and Questions- In case of errors or questions about your electronic transfers or payments, you should contact us as soon as you can at the address or telephone numbers set forth in Section 3 at any time, seven days a week, if you think that your statement is wrong or if you need more information about a transfer or payment listed on the statement. We must hear from you no later than fourteen (14) days after we sent you the FIRST statement on which the problem or error appeared. Failure to so notify us will preclude you from being able to assert a claim based on such problem or error. We will investigate any errors reported to us and we will advise you of the results of our investigation.

31. Authority- You represent and warrant that you are authorized to enter into this Agreement and to bind your business hereto, and that your Cash Stream Online Banking application conforms to the terms and conditions of this Agreement. ***The Bank of Austin Cash Stream Online Banking Agreement Schedule A: Mobile Banking and Mobile Remote Deposit Agreement PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF THE BANK OF AUSTIN MOBILE BANKING AND MOBILE REMOTE DEPOSIT SERVICES. BY ACCESSING OR USING THIS SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY THE BANK FROM TIME-TO-TIME WITH UPDATES POSTED ON THIS SERVICE. As used in this Agreement, the words "we," "our," "us," and "Bank" mean The Bank of Austin and all of its affiliates, as applicable. "You," "your" and "Customer" refer to the accountholder authorized by the Bank to use the Bank's Mobile Banking and Mobile Remote Deposit Services (as defined herein), and anyone

else authorized by that accountholder to exercise control over the accountholder's funds through such Services. "Account" or "accounts" means your accounts at Bank. "Business days" means Monday through Friday, and holidays are not included.

1. What These Terms and Conditions Cover. These Terms and Conditions, along with the Bank's Deposit Account Agreement (the "Deposit Agreement") and the Bank's Cash Stream Online Banking Agreement (the "Online Banking Agreement") govern your use of the Bank Mobile Application Services (defined below). These Services permit you as Bank customer (including consumers, sole proprietors and other business customers) to perform a number of banking functions included in the Services through the use of your mobile device (i.e. mobile smart phone or mobile tablet device). Unless indicated otherwise by the context, "linked Bank accounts" or "linked accounts" refers to all of your accounts with Bank or its affiliates that you have linked to the Services. This Agreement is by and between you and the Bank, and we are solely responsible for the Services and Contents. Neither Apple, Inc., Google, Inc. (Android) or any other app store where you download the Bank's mobile application to use the Services are responsible for the Services or its Contents.

2. Relation to Other Agreements. Your use of the Services is also governed by your Deposit Agreement and Online Banking Agreement. When you link an account to the Services, you do not change any other agreements you already have with us for that account. You should review your account agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account via the Services. In the event of inconsistency between a provision of this Agreement and any of the other Bank agreements applicable to your accounts, or any other law or regulation, which permits waiver or modification by agreement, the provisions of this Agreement shall prevail, but only to the extent of the inconsistency. In addition, 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 Services (e.g. Apple, Inc., or Google, Inc. (Android)), 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 our Services (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. (Android). You must comply with applicable third party terms when using the Services (e.g. you cannot be in violation of your wireless provider agreement when using the Service.)

3. Accepting This Agreement. When you use the Services described in this Agreement, 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 the Services until you have indicated your agreement as instructed via in the Bank's Online Banking Services. In addition, you provide the Bank with your express consent permitting us to contact you as necessary to provide the Services (including push notifications to your mobile device). Such activities may include, but are not limited to, providing account alerts, confirming account activity, confirming mobile remote capture deposits, undertaking fraud prevention, servicing, advertising, or for any other purpose as provided in this Agreement. You also provide your express consent to receive advertising messages from unaffiliated third parties that may be included in the Services or messages we may send to your mobile device. You agree to receive such unaffiliated third party advertisements even if your mobile device is registered on any federal or state do-not-call registry. In addition, to provide certain Services it may be necessary for Bank to utilize geo-location or other location information from your mobile device, and you expressly allow Bank to use such information to deliver the Services even if your mobile device is registered on any federal or state do-not-track registry.

4. Mobile Services. Bank's mobile banking and mobile deposit services (the "Services") provide personal financial information management services and check deposit via mobile remote deposit capture on your mobile device. The Services are designed to allow you to conduct mobile banking functions such as balance inquiry and account activity, and to make deposits to your accounts from your mobile device. The Bank reserves the right to add or remove various components of the Services in Bank's sole discretion. Customer should contact customer service at: (512) 956-4800 for a complete listing of current mobile Services. Some of the activities listed above may not be available for certain accounts or customers. We reserve the right to modify the scope and type of activities offered via the Services at any time in our sole discretion. We also reserve the right to refuse to make any transaction you

request through the Services for a variety of reasons as set forth in any of the agreements listed in Section 2 governing your use of the Services. Subject to the terms and conditions herein, Customer subscribes to, and Bank agrees to provide, the Mobile Deposit Capture (“MDC”) Service to be used by Customer in accordance and in compliance with and the Check Clearing for the 21st Century Act (“Check 21 Act”). The MDC Service enables you to create and submit electronic check images (also known as Image Replacement Documents (“IRD”)) to the Bank, for deposit to your personal or business deposit account(s), as applicable, in lieu of the Original Checks (as defined herein) from which such check images were obtained. The dollar amount limits and daily number of transaction limits for MDC Services shall be determined by the Bank in its sole discretion. Customer should contact customer service at: (512) 956-4800 for information regarding dollar limit and daily number of transaction restrictions. Items exceeding Customer’s daily limit (will be the decision of the bank whether to accept or reject for same day processing) may require delivery to the Bank for processing or held until the next Business Day for transmittal. Bank retains the ability to either approve or deny your use of Mobile Services, including the MDC Service in Bank’s sole and absolute discretion. If Bank approves you to use such Services, then by using such Services, you agree to the applicable provisions set forth in this Agreement, you agree to pay any fees that Bank may charge in conjunction with such Services (as set forth in Bank’s current fee schedule), and you understand and agree that the meanings of the defined terms set forth in this Agreement and any related documentation made available to you by us for use with the Services. In the event of any unforeseen issues or failure of this product for MDC Services for deposits, your deposits can be made in person at any Bank branch or by mailing deposits to: The Bank of Austin 8701 N. Mopac Expressway | Atrium Office Centre, Ste 225, Austin, TX 78759.

5. Account Ownership/ Accurate Information. You represent that you are the legal owner of the accounts linked to the Services, and that all the information you provide to us in connection with the Services, including your e-mail and contact information, is accurate, current and complete, and that you have the right to provide such information to us for using the Services. You agree not to misrepresent your identity or your account information. You will keep your account information up to date and accurate. You are an authorized user of the mobile device you use to access the Services.

6. Use of E-mail Address. We may send messages relating to the Services to the e-mail 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 any applicable agreements governing the Services. Bank will not, however, include any account numbers, access codes or similar non-public personal information in any e-mail response to you. If, for any reason your e-mail address changes or becomes disabled, please contact Bank immediately so that we can continue to provide you with automated messages.

7. Location-Based Information. If you use any location-based feature of the Services, you agree that your geographic location and other related personal information may be accessed and disclosed via the Services, even if your mobile device is registered on any federal or state do-not-track registry. If you wish to revoke Services access to such geographic location information, you must cease using the location-based features of the Services.

8. Information Regarding Mobile Deposit Capture (“MDC”) Transactions. For the purposes of this section and other provisions relating to the MDC Service, any capitalized term not otherwise defined herein has the definition ascribed to it under the Check21 Act. If you have met, in our sole discretion, the conditions we have established for use of MDC Services to make deposits via Electronic Images, we will provide for acceptance for deposit to your account(s) the Electronic Images of Original Checks for collection as allowed under this Agreement and the Documentation. By depositing Electronic Images with the Bank via the MDC Services, 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 (“UCC”), as applicable from time to time in the State of Texas, shall also apply to any Electronic Image of an Original Check the same as if such Electronic Image or Substitute Check were a paper check within the meaning of the UCC as adopted by the State of Texas (“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 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 IRD 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 that we convert to a Substitute Check meets the requirements described in § 229.51(a)(1) – (2) of the Check 21 Regulation (found at 12 CFR §229.51(a)(1) – (2)) 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 the Substitute Check or a paper or electronic representation of the Substitute Check. The above warranties are deemed given to Bank and any person, company or bank to which Bank transfers, presents or returns 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 Bank or any subsequent bank receiving a copy of such image. Customer represents that it shall permit no third parties to use the MDC Service to deposit Original Checks to Customer's account. With respect to each and every MDC deposit initiated by you, you represent and warrant to Bank that you shall perform your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC and the Bank Secrecy Act. A. Prohibited Transactions; Endorsement and Processing; Retention of Original Checks.

1. Prohibited Transactions. Customer agrees not to use the MDC Service to deposit or otherwise process: (i) non-cash items; (ii) items drawn on foreign banks or payable in other than U.S. money; (iii) items without preprinted magnetic ink routing numbers; (iv) items for which Customer is not a holder in due course; (v) Substitute Checks, except those which have been returned to Customer for any reason; (vi) items payable to any person or entity other than Customer (i.e. no third party deposits); (vii) 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; (viii) items dated more than six months prior to the date of deposit; (ix) items prohibited by Bank's current procedures relating to the Services or which are not acceptable under the Agreement; (x) Original Checks or other items previously converted to a Substitute Check; (xi) checks or items that are Remotely Created Checks (as defined in Reg. CC); or (xii) Checks or items prohibited by Bank's current Documentation relating to Personal Mobile RDC Services, or checks or items which are otherwise not acceptable under the terms of your account(s).

2. Endorsement and Processing of MDC Deposits. All checks submitted through the MDC Service must be properly endorsed by the Customer prior to transmittal, and such endorsement must include below the signature "FOR MOBILE DEPOSIT ONLY – THE BANK OF AUSTIN ACCOUNT # _____" with your account number filled in. Items transmitted without such proper endorsement are subject to rejection by Bank. Customer shall submit check images to Bank in such format, and with such associated check information, as Bank may require periodically, utilizing Accredited Standards Committee X9's Specifications for Electronic exchange of Check and Image Data (DSTU X9.37-2003) and in conformance with the requirements of Bank's Mobile Application. 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 Bank's system. Customer agrees to inspect and verify the quality of the check images, ensuring that the check images of the front and back of the original check are legible before capturing the image via the MDC Service. Specifically, Customer warrants the following: (i) the check image is an accurate representation of the information contained in the original check, and the check image includes all endorsements from the original check; (ii) each check image contains a record of all MICR line information required for a substitute check, and the check image 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 check image will not be deposited by Customer with Bank; and (iv) the original check, a duplicate check image, or any copy of the original check or check image will not be presented, transferred or returned such that 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. Unless the Bank notifies Customer otherwise, Bank provides same day credit to the applicable account for all items transmitted Customer and received by the Bank within the timelines established by the Bank. Electronic Images shall be deemed received by us for deposit based upon time of receipt as well as successful receipt of Electronic Images that are complete, usable, and adhere to the standards discussed above. If any Electronic Image is not complete, is not usable, or does not adhere to the Standards, the Electronic Image may not be processed by us, in which event your deposit will be adjusted and notification provided. You understand we will process only your Electronic Images 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 framework. The daily cut-off time for MDC deposits received and processed is 6:00 p.m. CST. Such daily cut-off times may be adjusted by 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, Bank will not guarantee that deposits will be processed that day. Bank may accept these deposits and they will be processed on Bank's next Business Day. Bank shall give provisional credit for deposits subject to revocation of credit for deposits as provided in Regulation CC and the Uniform Commercial Code as adopted in the State of Texas. The availability of funds for deposits via MDC Services is set forth in this Agreement and in the Bank's funds availability schedule. 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. Bank may reject any item which does not comply with the requirements set forth herein. Bank may reject any item if Customer has failed to comply with its account balance obligations. Bank may reject any deposit of Customer that does not adhere to the Security Procedures. Bank shall notify Customer by phone or electronic transmission, including e-mail and fax, or such rejection no later than the Business Day such deposit would otherwise have been transmitted by Bank to the Federal Reserve. Notices of rejection shall be effective when given. 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 Bank. However, if such request complies with the security procedures, Bank shall use reasonable efforts to act on a request by Customer for cancellation of a deposit prior to transmitting it to the Federal Reserve, but shall have no liability if such cancellation is not implemented. Customer shall reimburse Bank for any expenses, losses, or damages 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 Electronic Images submitted for deposit via the MDC Services by you to us, and you warrant that such Electronic Images 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 Deposit Agreement.

3. Retention and Security of Original Checks. Customer shall retain physical checks that represent the deposit for no longer than (30) days following the date of their transmittal to Bank and agrees to make the originals available to Bank within seventy-two (72) hours of Bank's request for fraud control purposes. Such physical 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 it unusable or otherwise unreadable (shredding) on the thirty-first (31st) day following the date of the deposit. B. Funds Availability Regarding MDC Deposits.

1. Your Ability To Withdraw Funds. These provisions apply only to demand deposit checking accounts where deposits are made via Bank's MDC Services. You agree that Electronic Images submitted via Bank's MDC Services from your mobile device are not subject to the funds availability requirements of the Federal Reserve Board's Regulation CC. Our policy is generally to make funds from your MDC Services available to you on the first Business Day after the day we receive your deposit. Funds that are deposited using Bank's MDC Services 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. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and holidays.

If you make deposit via the MDC Services received and processed by the cut-off time of 6:00 p.m. CST on a day that is not a business day, we will consider such deposit made on the next business day we are open.

2. Longer Delays May Apply. In some cases, we will not make all of the funds that you deposit via the MDC Services available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your MDC Services 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 notify you at the time you make your deposit. We will also tell you when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances: (a) We believe a check you deposit will not be paid (b) You deposit checks totaling more than the limit allowed by Bank on any one day (c) You redeposit a check that has been returned unpaid (d) You have overdrawn your account repeatedly in the last six months (e) There is an emergency, such as failure of computer or communications equipment. The availability of funds you deposit via the MDC Services may also be delayed for a variety of additional reasons as determined in Bank's sole discretion, including, but not limited to: (a) We believe a check you deposit is a duplicate image (b) You deposit checks totaling more than any applicable per item limit, daily dollar amount limit, monthly item limit or any other limitations on your the Services that Bank may impose (c) We exercise our rights to investigate any unusual or suspicious MDC items as determined in Bank's sole discretion We will generally notify you if we delay your ability to withdraw funds for any of these or other reasons, and we will attempt to tell you when such funds will be available. If you will need the funds from a deposit via the MDC Services, you should contact us to inquire when the funds will be available.

Customer Representation and Agreements; Indemnity.

With respect to each and every deposit initiated by Customer, Customer represents and warrants to Bank and agrees that to the best of Customer's knowledge (a) each deposit is made payable to the Customer (b) any necessary authorization is operative at the time of transmittal or crediting/debiting by 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, 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 (12 CFR Part 229) up to the amount of any substitute check, interest and expenses (including cost and reasonable attorney fees and other expenses of presentation) related to the substitute check reduced by any amount that the Customer receives and retains as a re-credit. Furthermore, such 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, 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 Bank's control. In addition, Bank shall be excused from failing to transmit or delay in transmitting a deposit if such transmittal would result in Bank having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Financial Institution's reasonable judgment otherwise 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 Bank. Subject to the foregoing limitations, 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 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 Bank eligible for the transactions conducted via the Services, including receiving MDC deposits. With regard to the MDC Services, Customer will inspect and verify the quality of Electronic Images, ensuring that the Electronic Images of the front and back of the Original Checks are legible for all posting and clearing purposes by Bank. The Customer's applicable account will be charged for any deposited check that is later returned to 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 the MDC Services as required by Bank to ensure compliance with regulatory changes and developments, or to protect the integrity and security of such Services. Customer will use the MDC Services to enter, process, and transmit Original Checks in accordance with procedures and transmission deadlines outlined in this Agreement. Customer will verify Bank's receipt of its MDC deposits by reviewing deposits that have been posted to the designated accounts, in addition to cooperating with Bank in any investigation and resolving any unsuccessful or lost transmissions. Customer will comply with all Security Procedures outlined in this Agreement and any Documentation and agrees not to bypass, override or disable any security mechanisms in the processing software or processing equipment. Customer will retain each Original Check for the time frame specified in this Agreement after an Electronic Image of the check has been created and will promptly provide any related Original Check (or Sufficient Copy of the front & back of the Original Check) to Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any check. Customer understands that in all cases it is solely responsible for safeguarding all such images from destruction, alteration or theft in accordance with the provisions of this Agreement. Customer will use commercially reasonable methods to destroy the Original Checks after the required retention time has expired to render them unusable or otherwise unreadable. Customer will cooperate with 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 the MDC Services 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.

9. Reporting Unauthorized Transactions; Liability for Authorized Mobile Application Transactions. To report unauthorized transactions on any of your accounts, please contact us using the information listed in the "Service Contact" section of this Agreement. Requirements for reporting unauthorized transactions are set forth in your Deposit Agreement. Tell us at once if you believe your mobile ID or password has been compromised or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us immediately. The unauthorized use of your mobile ID or password could cause you to lose all of your money in your accounts, plus any amount available under your overdraft protection plan. When you give someone your mobile ID and password, you are authorizing that person to use your 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. Additional information regarding unauthorized transfers can be found in your Deposit Agreement. Transactions initiated by you, or by someone acting with you or at your instruction, with fraudulent intent are also deemed authorized transactions. For your protection, sign off after every Mobile Application Service session.

10. Use of Services. You agree that you will learn how to use the Services from the instructions contained within the Services, and you agree that you will contact us at if you have any questions about or problems with the Services. If the Services are 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 these Services without the prior

written consent of 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 the Deposit Agreement, Bank will not be liable to you for any losses caused by your failure to properly use the Services or your mobile device. You agree not to use the Services 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 the Service 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, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt the computer networks connection to the Service; (i) interfere with or disrupt the use of the Service by any other user; or (j) use the Service in such a manner as to gain unauthorized entry or access to the Bank's computer systems or the computer systems of others.

11. Processing Equipment and Processing Software. You must obtain the Bank's Mobile Application in the Apple or Google (Android) app stores and install it on your mobile device in order to become approved and use the Services. 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. For the MDC Services in particular, you understand that failure to comply with mobile device hardware, software and other requirements regarding the Services may result in you being unable to generate a Sufficient Image Copy in order to create an Electronic Image to complete a MDC deposit. Bank reserves the right as encryption technology develops to impose further reasonable requirements to maintain the appropriate level of security for the Services 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 commercially reasonable hardware, software, physical access and physical storage security procedures regarding any of the data owned by you, which includes such data containing your sensitive personally identifiable information ("PII") of any individual, the security of your Services may be compromised. You understand, acknowledge and agree that installation, maintenance and operation of your mobile device (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 the data owned by you. In addition to other limitations on 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 the data owned by you, or any mobile device network problems that may be associated with your access and use of our Services. For avoidance of doubt, you understand, acknowledge and agree that all data provided by you to Bank (including, but not limited to, Electronic Images or Substitute Checks retained on any processing equipment, processing software, or any other processing equipment or software (including your mobile device used by you in conjunction with the Services), and all data produced, compiled or otherwise provided by 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 Bank to you, retrieved by you from 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.

12. Security Procedures. Unless otherwise subject to the provisions of Regulation E for consumer customers as further described in your Deposit Agreement, you are responsible for all payments, transfers or other transactions you authorize using the Service. If you permit other persons to use your mobile device to access the Service, you are responsible for any transactions they authorize. If you access the Service on your mobile device, you understand that you will be required to enter your mobile ID and password. The Service may include your name and certain information about your account, such as the last 4 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 the Service 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. With regard to the Services, you agree to the security procedures ("Security Procedures") used by the Bank in connection with such Services. Such Security Procedures offered by the Bank are described herein and in related documentation applicable to such Services. As part of the Security Procedures, Bank may employ various authentication technologies, including, but are not limited to, use of mobile IDs, passwords and other "Additional Authentication Information" ("AAI") that Bank may require you to provide at Bank's sole discretion. Bank employs various security and authentication technologies to ensure that you are communicating directly with the Bank, and also to ensure that your mobile device is communicating with a legitimate Bank computer. You are responsible for the establishment and maintenance of your internal procedures reasonably adapted to insure the confidentiality and security of Security Procedures. YOU UNDERSTAND AND AGREE THAT YOU WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER YOUR MOBILE ID AND PASSWORD PROVIDED BY BANK, AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL YOU WOULD USE FOR CASH, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL IN THE CIRCUMSTANCES. If you have reason to believe that any Security Procedure has or may have become known by unauthorized persons, you shall immediately notify the Bank by telephone and confirm such oral notification in writing to the Bank within twenty-four (24) hours of the oral notification. The Bank will replace the Security Procedures in accordance with the Bank's standard security requirements related to the Services. To the maximum extent permitted by applicable law, you will be solely liable for all transactions initiated before the Bank has received such notification and has had a reasonable opportunity to act on such notification. The Bank reserves the right to change any or all of the Security Procedures offered and/or used at any time by giving oral or written notice to you. You agree that your use of the Services after the Bank provides notice of such changes constitutes your acceptance of the new Security Procedures. You acknowledge that the purpose of Security Procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. The Bank is not agreeing to any Security Procedures or other procedure for the detection of errors. You represent that for MDC Services, you consider the Security Procedures to be commercially reasonable with respect to the size, type, and frequency of deposits you anticipate submitting. No Bank employee, nor any company affiliated with or a third-party service provider of Bank, will contact you via e-mail or phone requesting your mobile ID or mobile password. If you are contacted by anyone requesting this information, DO NOT GIVE ANY OF YOUR INFORMATION OUT, and please contact us immediately to report the details of the incident.

13. Maintenance and Support. Bank is solely responsible for providing any maintenance and support services with respect to the Services, as specified in this Agreement and under applicable law. Bank and you acknowledge that neither Apple, Inc. nor Google, Inc. (Android) have any obligation whatsoever to furnish any maintenance and support services with respect to the Services.

14. Copyrights and Other Intellectual Property; User Conduct. The license granted to you for the Services is a non-transferable license to use the Services on an iOS or Android Operating System product 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. Android, as applicable. Except where otherwise expressly noted or as noted below, all contents of the Services, including the graphics, icons and overall appearance of the Services, are the sole and exclusive property of Bank, its subsidiaries or affiliates, or third parties with whom Bank utilizes to provide any portion of the Services. Certain of Bank's trademarks and/or service marks are also included in the Services. The posting of the contents of the Services neither constitutes a waiver of any of Bank's proprietary rights or 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 the Service user or to any third party. Contents of the Services 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 the Service. The display of third party trademarks within the Services does not grant you a license of any kind. Any downloading of material contained in the Services, or of any site linked to the Services may be a violation of federal trademark and copyright laws. Any downloading of contents of the Services or any other service linked to the Services may be a violation of federal and other trademark laws and federal copyright laws. Bank and you acknowledge and agree that, in the event of any third-party claim that the Services or your possession or use of the Services infringes that third party's intellectual property rights, Bank and

its third-party service providers are solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

15. **Change In Terms.** Please refer to the applicable sections of the Bank Internet Banking Agreement for details regarding changes in terms in this Agreement.

16. **Service Contact.** Bank and any of its third-party service providers are the developers of this Service. If you have any questions, complaints or claims with respect to the Service, you may contact Bank by phone at (512) 956-4800, e-mailing us at clientexperience@thebankofaustin.com or writing to us at this address: The Bank of Austin Attn: Customer Service 8701 N. Mopac Expressway | Atrium Office Centre, Ste 225, Austin, TX 78759.

17. **Bank Responsibilities.** Bank will provide access to the processing equipment and software for the Services through the Bank's Mobile Application. Bank will also provide maintenance and support for the Services to ensure the accurate delivery of the Services, including, but not limited to: (a) Corrections, contingent or alternate work methods, and repairs to any know system bugs or errors, (b) Modifications, enhancements, or updates that Bank elects to make generally available to its customers, (c) Telephone and email support during Bank's normal business hours. Bank will provide the required mobile ID and password to Customer in order to engage in the Services. Bank will provide related documentation as well as training materials and support reasonably required for Customer's use of the Services.

18. **Legal Compliance.** Bank and you agree to abide by all applicable international, federal, state and local laws, rules, regulations and ordinances pertaining to the Services. You represent and warrant that (a) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (b) that you are not listed on any U.S. Government list of prohibited or restricted parties, such as the U.S. Department of Treasury's Office of Foreign Asset Control's Specially Designated Nationals List.

19. **No Warranties.** Although Bank attempts to provide accurate information, names, images, pictures, logos, icons, documents, and materials on the Services, Bank makes no representation, endorsement, or warranty that such Contents are accurate or suitable for any particular purpose. In addition to any other warranty issues discussed in this Agreement, THE SERVICE AND ITS CONTENTS ARE PROVIDED ON AN "AS IS" BASIS. USE OF THE SERVICES AND CONTENTS IS AT YOUR SOLE RISK. THE SERVICES AND CONTENTS ARE PROVIDED WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH THE SOLE EXCEPTION OF WARRANTIES (IF ANY) WHICH CANNOT BE EXPRESSLY EXCLUDED UNDER APPLICABLE LAW. AS NOTED BELOW, BANK ALSO MAKES NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE OPERATED BY A THIRD PARTY WHICH MAY BE PART OF OR ACCESSED VIA THE SERVICE. Finally without limitation as to the foregoing, in regard to Limitation of Liability, IN NO EVENT WILL BANK OR ITS SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH ANY PARTY'S USE OF THE SERVICE OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THIS SERVICE OR ANY SERVICE OPERATED BY ANY THIRD PARTY WHICH MAY BE PART OF AR ACCESSED VIA THE SERVICE, OR ANY CONTENTS OF THIS SERVICE OR ANY OTHER SERVICE, EVEN IF BANK IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. If you download the Service from Apple, Inc. via the Apple App Store, then in the event of any failure of the Service 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 Service, if any. However, to the maximum extent allowed by Applicable Law, Apple, Inc. will have no other warranty obligation whatsoever with respect to the Services, 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 Bank and any of its third-party providers.

20. **Service Claims; Our Limited Liability for Use of Mobile Application Service.** Bank and you acknowledge and agree that Bank, and not Apple, Inc., or Google, Inc. (Android), is responsible for addressing any claims (a) by you or any third party relating to the Services, or (b) relating to your possession and use of the Services, including, but not

limited to product liability claims or any claim that the Service fails to conform to any Applicable Law, including applicable consumer protection laws. In addition to any other limitation on liability of the Bank and its third party service providers as stated in this Agreement, IN NO EVENT WILL BANK, OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE OF GOODS OR MOBILE BANKING), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICE. THE AGGREGATE LIABILITY OF BANK AND OUR THIRD-PARTY SERVICE PROVIDERS UNDER THESE TERMS OF USE SHALL NOT EXCEED FIVE HUNDRED DOLLARS. Because some states do not allow the exclusion or limitation of liability for consequential damages, the above limitations may not apply to you.

21. Indemnification. You understand that there are risks associated with using your mobile device, and that in the event of theft or loss, your confidential or personally identifiable information could become compromised. UNLESS CAUSED BY BANK'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD BANK AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, MOBILE SERVICE PROVIDERS, AND LICENSORS HARMLESS FROM ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES AND/OR COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES) ARISING FROM (A) A THIRD PARTY CLAIM, DISPUTE, ACTION, OR ALLEGATION OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION BASED ON INFORMATION, DATA, FILES, OR OTHERWISE IN CONNECTION WITH THE SERVICE; (B) YOUR VIOLATION OF ANY LAW OR RIGHTS OF A THIRD PARTY; OR (C) YOUR USE, OR USE BY A THIRD PARTY, OF THE SERVICE.

22. 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. Bank and you acknowledge and agree that Apple, Inc., and all of its subsidiaries, and Google, Inc. (Android) and all of its subsidiaries, are third party beneficiaries of these Terms and Conditions and that, upon your acceptance of these Terms and Conditions, 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.