

Online & Mobile Banking Agreement & Disclosure

Agreement:

Please read the following terms and conditions carefully. This Online Banking Agreement and Disclosure (“Agreement”) contains terms and conditions governing use of Online Banking Services. If you are using Online Banking Services solely for business purposes, certain provisions of this Agreement will not apply to you because such provisions only apply to Bank’s customers who establish accounts primarily for personal, family or household purposes (“Consumer Customers”). Online Banking Services provides access to my Deposit Account(s), and any other Bank accounts via the Internet, and, for certain Online Banking Services, via a mobile device that allows text messaging, or a mobile phone, mobile device, or wearable device equipped with an Internet web browser. This Agreement also includes certain disclosures required by the Electronic Funds Transfer Act (“Act”) and Bureau of Consumer Financial Protection (“Bureau”) Regulation E regarding Consumer Customer Deposit Accounts. These Provisions apply to you if you are a Consumer Customer. By accepting this Agreement, you also understand you may be given an option to receive all the disclosures required pursuant to the Act or Regulation E in electronic form.

Review and Acceptance of Agreement:

By utilizing First State Bank's Online Banking Services, you agree to the terms and conditions stated below and all terms, conditions and disclosures provided to you regarding these services and my Deposit Account(s). You agree to have a legal and/or moral obligation by these terms and conditions and accept them in full. These terms may be modified by First State Bank at the Bank’s discretion, and such notification will be posted to the Bank’s website and/or Online Banking and/or Mobile App. The Bank recommends that you print a copy of this Agreement for your records.

This agreement “Online Banking Agreement & Disclosure” contains the terms that govern your use of the First State Bank (FSB) Online Banking services and Mobile Banking services. You may use this service to access your accounts on a Personal Computer or on a Mobile Device. By using Online Banking or Mobile Banking to access an account, you are agreeing to the terms of this Agreement that supplements the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees, which might apply to your use of Online and Mobile Banking.

Compliance with all Laws:

YOU AGREE NOT TO USE ONLINE BANKING SERVICES TO INITIATE ANY TRANSACTIONS THAT VIOLATE ANY LAWS OF THE STATE OF TEXAS OR THE UNITED STATES. You understand that it is your responsibility to use Online Banking Services in compliance with all applicable laws, rules and regulations, including, without limitation, any export controls, including, but not limited to your responsibility to comply with control by the United States of the export of products and information containing encryption technology. You acknowledge and agree that you must comply with such export control laws and to not export or re-export any encryption technology related to or within Online Banking Services to countries or persons prohibited under applicable law. By using the Online Banking Services, you represent that you are not in a country where such export is prohibited. This paragraph shall not be construed to mean, and Bank hereby disclaims any such representation, that any content or use of the Online Banking Services is appropriate or available for use in locations outside of the United States. Accessing the Online Banking Services from locations where its contents or use is illegal is prohibited by the Bank. If you choose to access the Online Banking Services from locations outside the United States, you understand that you do so at your own risk and that you are responsible for compliance with any applicable local laws.

Definitions:

In addition to those terms defined within the body of this Agreement, the terms listed below have defined meanings for the purposes of this Agreement:

- "Account(s)" means the checking, savings, money market, certificates of deposit, and/or individual retirement accounts that you have established at Bank.
- "Available Balance" means the balance in my Deposit Account after deducting (1) deposits that are not yet eligible for withdrawal under First State Bank's funds availability rules, (2) debit card or other transactions that First State Bank is legally obligated to pay or has already paid out in cash, (3) other pending transactions such as Automated Clearing House ("ACH") transactions, (4) any funds that are subject to final payment, and (5) any holds on my Deposit Account, such as holds on funds to comply with court orders or other legal requirements.
- "Bank" and "First State Bank" is the depository institution holding my accounts accessed and providing Online Banking Services under this Agreement.
- "Bill Payment Services," "Bill Pay," "iPay," or "Payment(s)" means the online or mobile services by which you direct Bank to debit my account(s) and transfer funds to a Payee.
- "Business Day(s)" means any day excluding Saturday, Sunday, and Federal Bank holidays.

- "Check" means any written order to pay a specific amount of money drawn on, payable through or at, or processed by, a bank or other depository institution. If a check is sent or returned as an electronic image or as a Substitute Check, it is still considered a check.
- "Consumer Customer" means a natural person who establishes a Deposit, Loan, or other Account primarily for personal, family, or household purposes.
- "Debit Card" refers to my First State Bank ATM Card, Personal Debit Card, or Business Debit Card.
- "Deposit Account(s)" means the checking, savings, money market, certificates of deposit, and/or individual retirement accounts that you have established at Bank.
- "Electronic Funds Transfer" or "Transfer" means any transfer of funds initiated through Online Banking Services for the purpose of ordering, instructing, or authorizing Bank to debit or credit any of my Deposit Account(s).
- "I," "me," "my," "myself," "you," and "your," refers to each First State Bank Account holder and to each person who uses Online Banking Services for that account with the Account holder's permission.
- "Loan Account(s)" means any loan or line-of-credit accounts that you have with the Bank.
- "Mobile Banking Services" means the Online Banking Service that allows you to perform certain of the Online Banking Services as described under Description of Services below via my Mobile Device.
- "Mobile Device" means a mobile telephone, tablet, wearable device, or other mobile device capable of sending and receiving SMS text messages and/or accessing the Internet via a web browser.
- "Online Banking Services" means the online banking services provided to customers by the Bank as described under Description of Services.
- "Payee" means any individual, business, or other entity that you designate for transfer of funds or Bill Pay, and who Bank accepts as Payee.
- "Schedule" refers to any document specifying rates, fees or transaction limits pertaining to the Account in question, including, but not limited to, a Truth in Savings, Time Certificate of Deposit, Confirmation of Time Deposit, or any schedule setting forth First State Bank fees, limits, or both.
- "Site" or "Website" means the First State Bank website located at <https://fsbgraham.com> or First State Bank Online Banking website located at <https://fsbgraham.myebanking.net>

- "Substitute Check" means a paper reproduction of an original check with an accurate, legible image of the front and back of the original check, and that conforms to standards established by the Federal Reserve Board.
- "Transaction(s)" means any action you initiate, request or conduct using Online Banking Services, including but not limited to any Electronic Funds Transfers.

Additional definitions regarding Mobile Deposit Checks "Deposit Checks" terms are contained under Mobile Remote Deposit "Deposit Checks."

Online Banking Services:

This Online Banking Agreement encompasses multiple features of including but not limited to Electronic Statements "Documents," Mobile Check Deposit "Deposit Checks," Debit Card Management "Manage Cards," Online Bill Pay Management, Account Transfers, and Loan Payments "Move Money."

First State Bank does not charge a fee for Online or Mobile Banking; however, does have the right to do so in the future provided a 30-day notice is provided. You agree that, when you use Online or Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your home internet or mobile service provider and that this Agreement does not amend or supersede any of those agreements. Standard data rates from your mobile service provider may still apply.

Online Banking allows you to access your First State Bank account information, transfer funds, view account balances, transaction history, electronic statements, manage your debit cards, and pay your bills. To utilize the Bill Pay functions you must first set up your account to pay bills from as well as your payees through your regular Online Banking or Mobile App.

We reserve the right to limit the types and number of accounts eligible for online banking. We may also reserve the right to modify the scope of the Service at any time. Online Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. First State Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues. We make no representations that online banking will be available for use in locations outside of the United States. Accessing online banking from locations outside of the United States is at your own risk.

Description of Services:

1. Online Banking and Mobile Banking are offered as a convenience and supplemental service to our banking services. Online and Mobile Banking allows you to access your First State Bank account information, view account balances, view transaction history, get electronic statements, and utilize Bill Pay.
2. The Electronic Statements services “Documents” is designed to provide you, at your request and consent, to receive statements for your First State Bank deposit account(s) by electronic delivery. These electronic statements are called eStatements. This Agreement is in addition to the terms and conditions described in the First State Bank Online Access Disclosure and Electronic Fund Transfer Act Disclosure and corresponding Fee Schedule.
3. The mobile remote deposit capture services “Deposit Checks” are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks or taking pictures with mobile devices and delivering the images and associated deposit information to First State Bank.
4. The Online Bill Pay services “Move Money,” is designed to assist you in organizing your bills in one place. To utilize these functions, you must first set up your account to pay bills from as well as your payees through your regular Online Banking or Mobile App.
5. The Card Management “Manage Cards” service is designed to provide a method to self-manage your debit card. Utilizing this service, you will be able to set alerts and limits of what transactions you allow to your cards, turn card on and off, request temporary spending limit increase, change pin, report card lost or stolen, and set a travel notification.
6. Transfers “Move Money” allows you to move money between your First State Bank accounts. This also allows you to make payments on your loans with First State Bank from your account with First State Bank.

Mobile Banking

Description of Service:

Mobile Banking is offered as a convenient and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your First State Bank account information, transfer funds, view account balances, transaction history, deposit checks, transfer funds, manage debit cards, and pay bills. To utilize the Mobile Banking Service, you must be enrolled to use Online Banking and then register your mobile device within the Online Banking system. To download the mobile banking app in the App Store or Play Store you will search First State Bank Graham and install.

We reserve the right to limit the types and number of accounts eligible for mobile banking. We may also reserve the right to modify the scope of the Service at any time. Mobile banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. First State Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or “out of range” issues. We make no representations that mobile banking will be available for use in locations outside of the United States. Accessing mobile banking from locations outside of the United States is at your own risk.

Use of Service:

You agree to accept responsibility for making sure that you understand how to use Mobile Banking and that you will contact us directly if you have any problems with Mobile Banking. You also accept responsibility for making sure that you know how to properly use your Device and First State Bank will not be liable to you for any losses caused by your failure to properly use the Service or your Device. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. **You agree not to provide any of your access information to any unauthorized person.** If you permit other people to use your Mobile Device, login information or any other means to access Mobile Banking, you will be held responsible for any transactions they authorize, and we will not be liable for any damages resulting to you. You agree not to store passwords or any financial information on your device should it become lost or stolen.

You agree that if your Online Banking account becomes compromised you will contact First State Bank as soon as reasonably possible.

First State Bank
1526 4th Street
Graham, Texas 76450
940-549-8880

You understand that if your Online Banking service is inactive for 30 days or more that your Online Banking service will be disabled and that after 90 days it will be deleted. You would then be required to complete the set up and agreement process to reinstate the Online Banking service.

Equipment and Software:

First State Bank does not guarantee that your device or mobile phone service provider will be compatible with Mobile Banking. Mobile phones and other devices with internet

capabilities are susceptible to viruses. You are responsible to ensure that your device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as “viruses”) which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. First State Bank will not be responsible or liable for any indirect, incidental, special, or consequential damages which may result from such viruses. First State Bank will also not be responsible if any non-public personal information is accessed via Mobile Banking due to any of the above-named viruses residing or being contracted by your device at any time or from any source.

Electronic Statement “Documents”:

You must be enrolled in our Online Banking product in order to sign up for and view your bank statements online also referred to as “eStatements”. All account types for which the bank generates periodic statements are eligible for eStatements.

Once enrolled in eStatements you will receive an email notification each time an eStatement is available and ready to view. Your eStatements are accessible on the bank’s online banking site upon login by going to Menu>Documents>Statements.

Statements will be available to you online for 18 months. Your eStatements will continue to generate at the same time as your current statement cycle. You will continue to have the option to request historical statements, for which fees may apply; please refer to the applicable account agreement and disclosures for details. If you wish to receive a paper copy of a disclosure or other information presented to you at account opening, you may contact us at:

First State Bank
1526 4th Street
Graham, Texas 76450
940-549-8880

We will use our best efforts to deliver your eStatements in a timely manner and in accordance with any applicable time required by law. However, we shall incur no liability if we are unable to deliver your eStatements because of the existence of any one or more of the following circumstances:

- a. Our website or First State Bank Online Banking is not working properly and you know or have been advised by us of the malfunction; or
- b. Circumstances beyond our control (such as, but not limited to, fire, flood, interruption in telephone service or other communication lines, interference from an outside force, legal

restriction, or delays in mail service) prevent proper delivery and we have taken reasonable precautions to avoid those circumstances.

DUTY TO REVIEW PERIODIC STATEMENTS. You must promptly access/review your eStatements and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the eStatements notification date regardless of when you access and/or review your eStatements. If you do not immediately report to First State Bank any non-receipt of eStatements or any error, irregularity, discrepancies, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the eStatements to be true, accurate and correct in all respects.

EMAIL ADDRESS MAINTENANCE. It is your responsibility to notify us if you change your email address.

CHANGES AND/OR TERMINATION. Except as otherwise required by law, rule, or regulation, we may change the terms of this Agreement at any time. When changes are made, we will update this Agreement on Online Banking. Online Banking will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. If such a change is made, and it cannot be disclosed without jeopardizing the security of the system, this Agreement will be updated within thirty (30) days after the change. You will be notified as soon as possible when any changes are made which materially affect your rights. As always, you may choose to decline changes to this Agreement by de-enrolling in the eStatements service. Your continued enrollment in the eStatements service is your acceptance to the Agreement. You also agree to receive the Privacy Policy electronically. The most current version of the Privacy Policy can be found at the bottom of the page on First State Bank's web Home Page at <https://fsbgraham.com>. Changes to fees or terms applicable to eligible accounts are governed by the agreement otherwise governing the applicable account. It is your responsibility to review this Agreement including First State Bank's Privacy Policy from time to time in order to be aware of any such changes.

Mobile Remote Deposit “Deposit Checks”:

This Mobile Remote Deposit Capture User Agreement ("Agreement") contains the terms and conditions for the use of First State Bank Mobile Remote Deposit “Deposit Checks” and/or other remote deposit services that First State Bank or its affiliates may provide to you. Other agreements you have entered into with First State Bank, including the Initial

Terms of Use, as applicable to your First State Bank account(s), are incorporated by reference and made a part of this Agreement.

1. **Services.** The mobile remote deposit capture services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks or taking pictures with mobile devices and delivering the images and associated deposit information to First State Bank's designated processor.

2. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via Online Banking E-Mail or on our Website by providing a link to the revised Agreement. You must accept or reject any material change to this Agreement the next time you use the Service after First State Bank has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, First State Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

3. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

4. **Hardware and Software.** To use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Bank from time to time. The Bank is not responsible for any third-party software you may need to use the Services. Any such software is accepted by you as-is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at the time of download and installation.

5. **Fees.** A fee may be charged for the Service. You are responsible for paying the fees for the use of the Service. Any fee that is charged will be disclosed in your statement. The Bank may change the fees for use of the Service at any time pursuant to the section titled

"Acceptance of these Terms" above. You authorize the Bank to deduct any such fees from any account in your name. See 12. Deposit Limits below for additional fees.

6. Eligible items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to the Bank is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

7. Ineligible Items for Deposits. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Any third-party check, i.e., any item that is made payable to another party and then endorsed to you by such party.
- Any check payable to an entity or business.
- Any check payable to you and another party who is not a joint owner on your account.
- Any item that contains evidence of alteration to the information on the check.
- Any check previously converted to a "substitute check," as defined in Regulation CC.
- Any item issued to you by a financial institution in a foreign country.
- A "remotely created check."
- Any item that is "stale dated (6 months)," expired, or "postdated".
- Any item that is "non-negotiable" (whether stamped in print or as a watermark).
- Any item that has been re-deposited or returned such as "non-sufficient funds" or "refer to maker" or returned for any other reason.
- Any item that is incomplete or mutilated.
- Cash.
- Travelers Checks.
- Money Orders.
- Savings Bonds.
- U.S. Treasury Checks.

Deposits of this nature are grounds for the immediate termination of the Services and an immediate reversal of the transaction or credit to your account. A reversal means the item

is removed from the item(s) deposited and will be removed from your account and will reduce your account balance. The reversal may also result in a negative balance on your account.

8. Check Requirements. You agree to restrictively endorse any item transmitted through the Services as "FOR MOBILE DEPOSIT ONLY," along WITH YOUR SIGNATURE and ACCOUNT NUMBER, or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of the Services as the Bank may establish from time to time. The scanned image of the check transmitted to us using the Services must accurately and legibly provide, among other things, the following information:

(1) Your endorsement (see requirements above). A check payable to multiple payees must be endorsed by all payees and all payees must be joint owners on the account. If the check is written out to A "or" B either one may endorse the check. If the check is written out to A "and" B, then both must endorse the check.

(2) The information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signatures; and

(3) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, including the requirements under federal Regulation CC, or any other regulatory agency, clearing house or association. The Service may reject your deposit if the image is not satisfactory. Receipt of the image does not guarantee we can accept the image.

9. Receipt of Items. Upon receipt of the digital image, we will review the image for acceptability. You understand and agree that receipt of an image does not occur until after we notify you of receipt of the image by a confirmation email. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive. Following receipt of the image, we will process the image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your account and, in the event we reject an item for remote deposit, you understand and agree that you must deposit the original item. You understand and agree that even if we do not initially reject an item you deposit

through the Services, we may ask you to provide the original item, because among other reasons, the paying bank deems the electronic image illegible. Our failure to reject such an item shall not limit your liability to us. You understand that any amount credited to your account for items deposited using the Services is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check.

10. Availability of Funds. For purposes of availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 3:00 pm on a business day, we will consider that day to be the day of your deposit. However, if you make a deposit after 3:00 pm on a business day, we consider the deposit made on the next business day we are open. You understand that following our receipt and processing of the image, funds from the check will be made available for your withdrawal and/or use on the NEXT business day once it has been approved; however, longer delays may apply. You also understand that credit is provisional until settlement is final.

11. Retention and Disposal of Transmitted Items. Upon your receipt of a confirmation from the Bank that we have approved the image of an item, you agree to prominently mark the item as “Mobile Deposit” or “electronically presented” to ensure that it is not re-presented for payment.

- You agree to securely store each original check that you deposit using the Services for a period of at least thirty (30) days after transmission to us. After thirty (30) days you can safely destroy the original check.
- You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you are unable to provide a sufficient copy of the front and back of the check, you will be liable for any unresolved claims by third parties.
- You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.
- You agree never to re-present the check for deposit.

12. Deposit Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. We reserve the right to impose limits on the amount(s)

or number of deposits that you transmit using the services and to modify such limits from time to time.

Default account limits (Bronze):

- \$2,000 per day and up to 5 items
- \$5,000 per 7 consecutive calendar days and up to 10 items
- \$6,000 per 30 consecutive calendar days and up to 15 items

Limit raise available with Officer approval.

13. Errors. You agree to notify the Bank of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable account statement is sent. Unless you notify the Bank within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.

14. Errors in Transmission. By using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

15. User Warranties and Indemnification. You make the following warranties and representations with respect to your use of the Services and each image of an original check you transmit to us using the Services:

- Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- Each check that you submit to us for deposit will not be resubmitted in any format to us or to any other person for payment and will not cause the drawer's account to be debited twice.
- Other than the digital image of an original check that you remotely deposit through the Services, there are no other duplicate images of the original check.
- Each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.

- You have not knowingly failed to communicate any material information to us.
- You will retain possession of each original check deposited using the Services for the required retention period and neither you nor any other party will submit the original check for payment.
- Your account into which you deposit checks using the Services, and the funds from such checks, are only used for consumer purposes and not for business purposes.
- You will not use the Services and/or your accounts for any illegal activity or transactions.
- Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Services and/or breach of this Agreement. You understand and agree that this paragraph shall survive termination of this Agreement.

16. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

17. Termination. You may, by written request, terminate the Services provided for in this Agreement. We may terminate your use of the Services at any time. In the event of termination of the Services, you will remain liable for all transactions performed on your account. **If you give your credentials to someone else so they can upload images for you, we WILL terminate your access to the Service.**

18. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

19. Ownership & License. You agree that the Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website. Your use of the Services is subject to and conditioned upon your complete compliance with this

Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the Bank's business interest, or (iii) to the Bank's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

20. **DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

21. **LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF FIRST STATE BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Online Bill Pay Services “Move Money-Bill Pay-iPay”:

The Bill Paying Process

Payments – A payment will be processed on the business day (generally Monday through Friday, except holidays) that you designate as the payment's processing date, provided the payment request is received prior to the cut-off time set by the Bank, which is currently 1:00 PM CST.

Allow ample time for your payments to reach your “Payees.” We recommend you allow 2-5 days from the selected payment date for electronic payments to reach their destination

and 5-10 days for check payments. The system calculates an arrival date. This is only an estimated arrival date. The Bank reserves the right to change the payment processing cut off time by giving you notice of a change.

It is your responsibility to schedule payments appropriately and in accordance with the Payee's requirements. Neither the Service provider nor the Bank shall be responsible for late payments, nor reimburse you for late fees, for any payment delivered in accordance with your instructions, or as a result of a Payee's payment processing policies, or any other circumstance outside the Service provider's control.

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 processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

a) If the recurring payment's "Pay Before" options is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.

b) If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, 31st as a day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

Cancelling a Payment

A bill payment can be changed or cancelled any time prior to the scheduled processing date (1 PM CST).

Funds Availability

Funds must be available on the date scheduled for processing electronic payments. For payments that are sent by check, the funds must be available when the check clears the deposit account. Please refer to your Funds Availability disclosure.

Fees and Charges

There is no charge for the Online Bill Pay/iPay Product.

The Bank reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Card Management “Manage Cards”:

This is a legal agreement between Cardholder and/or App User (“you”) and the Bank (“BANK” or “We”) that issued you the Payment Card that is registered within this Service. This agreement governs your use of the Manage Cards service (the “Service”). This agreement, together with all updates, additional terms, privacy policy and all applicable BANK rules and policies, collectively constitutes the “Agreement” between you and BANK with respect to the Service. By logging in and connecting to the Service, you are indicating that you agree to these terms. If you do not agree to these terms, do not log in, connect to, or use the Services.

Permitted use of the Service

We are allowing you to use this Service on devices that you own or control. We reserve all rights not expressly granted to you. You also understand that full use of this Service requires you to have an account with BANK and that personally identifiable information may be collected by BANK in conjunction with your transactions, consistent with federal law and the BANK’S privacy policy.

You must accept and abide by these terms as presented to you. Changes, additions, or deletions are not acceptable, and We may refuse to allow you to access to the Service.

Security & Protecting Your Account

We are strongly committed to protecting the security and confidentiality of our customer accounts information. We use several techniques to help secure our Online Banking service, including the following:

- a) Firewall systems and intrusion detection software prohibit unauthorized access to our systems.
- b) We protect the confidentiality of your data by encrypting sensitive information with 128-bit Secure Socket Layer (SSL).
- c) We utilize the most current security standards, regulations, and industry-based best practices.
- d) Multifactor authentication as well as a robust password requirement.
- e) Secure online banking message center to communicate directly with First State Bank.

f) Account alerts via in-ap messages, text, and email.

LIABILITY

FIRST STATE BANK IS NOT RESPONSIBLE FOR ANY ELECTRONIC VIRUS THAT YOU MAY ENCOUNTER USING THE ON-LINE FUND SERVICES. WE ENCOURAGE YOU TO ROUTINELY SCAN YOUR COMPUTER AND DISKETTES USING RELIABLE VIRUS PROTECTION PRODUCT TO DETECT AND REMOVE VIRUSES. IF UNDETECTED AND UNREPAIRED, A VIRUS CAN CORRUPT AND DESTROY YOUR PROGRAMS, FILES, AND HARDWARE.

a) You are responsible for maintaining your system and browser with the most current updates.

b) You are solely responsible for controlling the safekeeping of, and access to, your online banking I.D. and Personal Identification Number (PIN).

c) If you suspect an unauthorized person has gained access to your online banking, you must notify First State Bank immediately and arrange to change your password and/or deleted service.

d) You will be responsible for any Bill Pay request you make that contains an error or is a duplicate of another Bill Payment.

e) The Bank is not responsible for a Bill Pay that is not made if you did not properly follow the instructions for making a Bill Payment.

f) The Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Bank's agent.

g) 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.

h) In any event, the Bank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Bank has knowledge of the possibility of them.

i) The Bank is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Bank's reasonable control.

AMENDMENT AND TERMINATION

The Bank has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on the Bank's records, by posting notice in branches of the Bank, or as otherwise permitted by law.

The Bank has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to the Bank. The Bank is not responsible for any fixed payment made before the Bank has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Bank on your behalf.

Improper use of the Service

You are not allowed to use the Service on any device that you do not own or control, and you may not distribute or make the Service available over a network where it could be used by multiple devices at the same time. You may not transfer in any form (including rent, lease, lend, sell, redistribute or sublicense) the Service. You may not copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the Service, any updates, or any parts of updates. Any attempt to do so is a violation of the rights of BANK and its licensors. If you breach this restriction, you may be subject to prosecution and damages. The terms of this Agreement govern any upgrades provided by BANK that replace and/or supplement the original Service, unless such upgrade is accompanied by a separate Agreement, in which case the terms of that agreement will govern.

You may not transfer or assign any rights or obligations you have under this Agreement without BANK'S prior written consent, which We may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to affiliates, independent contractors or other third parties.

Changes to Agreement; Termination of Online Banking Services (including Mobile Banking Services)

We may amend this Agreement at any time by posting a revised version on the Bank web site. You may be required to affirmatively accept the revised Agreement in order to continue using the Service. We may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades, or enhancements.

By using the Service, you acknowledge and accept that We may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of updates, product support and other services to you (if any) related to the Service. We may use this information, as long as it is in a form that does not

personally identify you, to improve our products or to provide services or technologies to you .

The Service may enable access to Bank and third-party services and web sites, including GPS locator websites, such as Google, that allow you to find a branch. Use of the Service may require Internet access and your acceptance of additional terms of those services.

To the extent the Service allows you to access third party services, We, and our licensors, reserve the right to change, suspend, remove, or disable access to any third-party services at any time without notice. In no event will Bank be liable for the removal of or disabling of access to any such third-party services. We may also impose limits on the use of or access to portions of the Service, in any case and without notice or liability. We are not responsible for the contents of, updates to, or privacy practices of these third parties, which may differ from those of Bank.

If We have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, We may: terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as We deem appropriate; refuse to provide the Service to you in the future; and/or take legal action against you . In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. These remedies are cumulative and are in addition to the other rights and remedies available to Bank under this Agreement, by law or otherwise.

Bank Records and Data

You acknowledge that the Bank may elect to record or otherwise document information and email messages entered via Online Banking Services for record keeping purposes, and you authorize the Bank to record such information. The Bank's records kept in the regular course of business will be presumed to accurately reflect the contents of my instructions to the Bank, and in the absence of manifest error, will be binding and conclusive.

Bank's Use of Third-party Service Providers

First State Bank's ability to provide certain Online Banking Services depends on its ability to provide access to third-party networks. In the event that Bank determines, in its sole discretion, that it is unable to provide third-party network access, Bank may discontinue the related Online Banking Services(s) or may provide the Online Banking Service(s) through alternate third-party networks. You understand that Bank shall have no liability for the unavailability of access during any transition period and shall give you written notice of any Online Banking Service involving Transfers to or from your Deposit Account(s) being

discontinued at least twenty-one (21) days in advance of such termination, unless such prior notice is otherwise excused by law.

Disclaimer of Warranties

While Bank hopes that the Online Banking Services and Mobile Banking Services are useful and reliable, you understand that Bank and its third-party Service Providers cannot and do not make any representation or warranty: (i) that you will have continuous or uninterrupted access to the Online Banking Services or the Mobile Banking Services or any of its information, content or functions; (ii) that the Online Banking Services or the Mobile Banking Services will operate on a continuous or uninterrupted basis; or (iii) that any information, content or functions will be error-free. BANK AND ITS THIRD-PARTY SERVICE PROVIDERS PROVIDE THE ONLINE BANKING SERVICES AND ALL INFORMATION AND CONTENT DELIVERED BY OR THROUGH THE ONLINE BANKING SERVICES TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. BANK AND ITS THIRD-PARTY SERVICE PROVIDERS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, PERFORMANCE, ACCURACY, AVAILABILITY, CONTENT, FUNCTION, ACCESSIBILITY, NON-INTERRUPTION, NONINFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. BANK AND ITS THIRD-PARTY SERVICE PROVIDERS ALSO DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, RELATED TO ANY ADVERTISEMENTS OR WEBSITES IN CONNECTION WITH THE ONLINE BANKING SERVICES. YOU UNDERSTAND THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF THE SERVICE (INCLUDING ANY SOFTWARE OR OTHER MATERIALS SUPPLIED IN CONNECTION WITH THE SERVICE) SHALL BE FOR BANK TO USE COMMERCIALY REASONABLE EFFORTS TO PERFORM AND ADJUSTMENT OR REPAIR OF THE SERVICE.

SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO ME. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

Exclusion of Damages; General Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, BANK AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR

OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, SHALL NOT BE LIABLE TO YOU OR TO ANY OTHERS FOR DAMAGES IN EXCESS OF YOUR ACTUAL LOSSES OR DAMAGES UP TO THE AMOUNT OF THE TRANSFER DUE TO BANK'S FAILURE TO COMPLETE A TRANSFER. BANK WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES), WHETHER CAUSED BY THE EQUIPMENT AND/OR THE SERVICES, NOR WILL BANK BE RESPONSIBLE FOR ANY DIRECTOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF MY EQUIPMENT. THE ONLINE BANKING SERVICES ARE PROVIDED "AS IS. " YOU UNDERSTAND THAT BANK DOES NOT MAKE ANY WARRANTIES CONCERNING THE SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

Indemnification

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS BANK AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, FROM AND AGAINST ALL DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BROUGHT BY ANY PERSON ARISING FROM OR RELATING TO MY ACCESS AND USE OF THE ONLINE BANKING SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ALLEGING FACTS THAT IF TRUE WOULD: (i) CONSTITUTE A BREACH BY YOU OF THIS AGREEMENT; (ii) CONSTITUTE INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF INFORMATION, DATA, FILES OR OTHER MATERIALS SUBMITTED BY YOU TO THE ONLINE BANKING SERVICES; (iii) CONSTITUTE FRAUD OR MALICIOUS CONDUCT BY ME; (iv) CONSTITUTE A VIOLATION BY YOU OF ANY LAW OR RIGHTS OF A THIRD PARTY; (v) CONSTITUTE A CLAIM FOR WHICH YOU HAVE AGREED TO PROVIDE INDEMNIFICATION ELSEWHERE IN THIS AGREEMENT; OR (vi) CONSTITUTE A CLAIM FOR DAMAGES FOR WHICH YOU HAVE AGREED ELSEWHERE IN THIS AGREEMENT THAT BANK IS NOT RESPONSIBLE.

Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of the state of Texas, without regard to the conflict of laws thereof, and to the laws of the United States.

Venue

Any disputes arising from the use of the Bank's Mobile Banking Services shall be exclusively subject to the jurisdiction of any federal or state court for the state of Texas.

My Agreement to These Terms and Conditions.

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 Online Banking Services.

DIGITAL BANKING TERMS OF USE

Computer Services, Inc. ("CSI", "our", "we" or "us") is the primary service provider for this online banking platform and mobile device application (the "App") (collectively the "Service"). CSI is not the provider of any financial services available to you through the Service, and CSI is not responsible for any of the materials, information, or services made available to you through the Service.

By enrolling in or using the Service to access your account at your Bank (the "Account"), you consent to these terms of use (the "Terms"), which are subject to periodic updates. The Terms are between CSI and you, the end user. You agree that CSI may notify you of any changes to the Terms through a communication or message through the Service, which will amend and replace the Terms upon your electronic acceptance.

If you are using the Service on behalf of a company or other organization, such company or organization will also be considered a party to the Terms, and you represent and warrant that you have the authority to bind such company or organization to the Terms.

THE TERMS CONTAIN A BINDING ARBITRATION PROVISION IN SECTION 15 THAT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS YOUR CLASS ACTION RIGHTS AND THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM CSI.

1. Account Information.

a. **Source of Information.** At your request, the Service will retrieve information from your Bank, including transaction-related information ("Account Information"). By submitting such information to the Service, you represent that you are entitled to control the Account and submit such Account Information to the Service.

b. Accuracy. You are responsible for providing CSI with accurate and updated (as necessary) account numbers, usernames, passwords, PINs, and other log-in related information ("Registration Information") so that the Service may access your Account Information. CSI will not be liable for any typographical, keystroke, or other error made by you, including any error caused by "pre-filling" or automated entry done on your behalf on a device.

c. Confidentiality. If you use the Service, you are responsible for (i) maintaining the confidentiality of your Account and Registration Information; and (ii) restricting access to your Account on your device. You agree to accept responsibility for all activities that occur under your Account or password.

2. Application of Privacy Laws.

a. Scope of the Service. CSI acts as a processor or service provider, as such terms are defined under applicable privacy laws, to your Bank which is the controller of your personal information and is primarily responsible for handling requests related to your personal information. CSI will cooperate with any privacy rights requests CSI receives from your Bank. If you use the Service to engage in transactions with other third parties, the privacy statement of any such third party will govern the use of your personal information by the third party. If you are a business subscriber of the Service, business-to-business exceptions in certain privacy laws may apply to your information.

b. Your Rights. Under applicable privacy laws, you may have certain rights such as the right to access your personal information, to have your personal information deleted, and to opt-out of certain processing, sales, or sharing of personal information. Your Bank maintains a privacy policy covering the personal and financial information related to your use of the Bank's services, including such information that may be gathered through the Service, such as Account Information and Registration Information. Please see your Bank's privacy policy if you wish to make any requests under these rights.

c. Telecommunication Providers. The use of the Service involves the electronic transmission of personal financial information across the networks of your telecommunications provider, and such use is governed by its privacy and security practices. CSI does not operate or control the telecommunications networks used by you to access the Service. You are responsible for any fees assessed by your telecommunications provider during your use of the Service.

3. Rights you Grant to CSI.

a. Your Data. You grant CSI a perpetual, irrevocable, non-exclusive, sublicensable, transferable, and royalty-free right to use, store, copy, and transmit (i) the data you submit

to the Service, including passwords, Account Information, and Registration Information; and (ii) the data and information gathered and collected by CSI through the Service about you, your device, system and application software, and peripherals, to provide the Service, facilitate the provision of software updates, product support, product enhancements, and other services (if any) related to the Service. CSI may use this information, if it is anonymized, to enhance its offerings, improve its products, or develop new or additional services or technologies.

b. Chat Feature. When using the Service, you may choose to use a chat feature to communicate with a support representative at your Bank. These chat sessions are recorded, and the recordings may be used as described herein. BY ACCESSING OR USING THE CHAT FEATURE IN THE SERVICE, YOU AFFIRMATIVELY CONSENT TO THE RECORDING OF THE CHAT SESSION TRANSCRIPT BY CSI AND TO THE USE OF CSI'S INTERNAL COOKIES FOR ANALYTIC PURPOSES. CHAT SESSION TRANSCRIPTS MAY BE SHARED WITH CSI'S SERVICE PROVIDERS BUT USED SOLELY FOR THE PURPOSES OF PROVIDING OUR SERVICES.

c. If enabled by your Bank, the chat feature may be supported by artificial intelligence technology.

d. Unauthorized access or use. You will immediately notify your Bank of any breach of security or unauthorized use of your Account. CSI will not be liable for any losses or other damage caused by any unauthorized use of your Account. If CSI becomes aware of unauthorized use of your Account, CSI may disable your Account, and any access to data in your Account at any time, in our sole discretion.

4. Location-based Data, Telephone Information and Camera. You understand that when you enable and use any location-based feature, your geographic location and other device information is accessible by the Service. If you disable location-based services, features on the Service that use your location may not work until you re-enable location-based services. If you grant permission for the Service to access a camera, photos, media or other files on your device, you are agreeing to allow CSI to use your information to fulfill your requested action, such as adding an image to a transaction, capturing images of a check that is being deposited, attaching a document to a chat in the chat feature, or adding a photograph to your profile.

5. Subscription.

a. CSI's Rights. You acknowledge and agree that CSI is the owner of all right, title, and interest in the online and/or mobile technology solutions made available to you in the Service, including but not limited to any downloaded software and the computer programs

contained in the Service, as well as any accompanying user documentation, and all subsequent copies, updates, or versions, regardless of the media or form in which they may exist. The Terms will govern any updates to the Service.

b. Your Rights. Subject to the Terms, CSI grants you a subscription to use the Service in accordance with the Terms and for the sole purpose of enabling you to use your Bank's services made available via the Service. This is not a sale or license of the Service. All rights not expressly granted to you by the Terms are reserved by CSI. Nothing in the Terms will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Service from CSI.

6. Subscription Restrictions.

a. You will not: (i) modify, revise or create any derivative works of the Service; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Service; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Service; (iv) engage in any screen scraping or data mining of the Service; (v) identify CSI or display any CSI content or any portion of the Service on any site or app, without our permission; (vi) remove or alter any proprietary notices, legends, symbols, or labels in the Service, including, but not limited to, any trademark, logo, or copyright; (vii) use the Service in such a manner as to gain unauthorized entry or access to computer systems; (viii) use the Service in any way that would 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; (ix) introduce viruses, spyware, malware, or other malicious code to the Service or interfere with the integrity or security of the Service or use any computer code, "robot," "bot," "spider," "scraper," or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy data or content found on the Service or accessed through the Service, without CSI's prior written permission; or (x) use the Service for benchmarking purposes, use another Service user's account, or use the Service to develop any competing product or service.

b. Compliance with Applicable Laws. You agree to use the Service in compliance with applicable laws and for your own personal use only, or, if you are a subscriber of the Service as a business or organization, only for your use on behalf of your business or organization for its internal business purposes.

c. Minimum Age Requirements. If you are under the age of 13, as restricted by the Children's Online Privacy Protection Rule, or another such age as restricted by applicable law, you are not permitted to use the Service. If you authorize CSI to grant your child 13 or over, or above such other age, to use or access the Service, you acknowledge and agree

that the Terms, and any terms governing third-party integrations, will apply to your child. You further agree and accept full responsibility for your child's use of the Service, including any liability that he or she may incur in connection with their use of the Service.

7. Service-related Alerts. As a part of the Service, you consent to receive all legally required notifications via electronic means. You may withdraw your consent to receive future notices in electronic form. You have the option of adding a mobile telephone number to your Account. If you opt for Service-related alerts via SMS text alerts or telephone, you are certifying that you are the account holder for the mobile phone account or have the account holder's permission to use the mobile phone number for the Service. By use of the Service, you acknowledge that Service-related communications, alerts, or notifications may be sent by CSI and received by you electronically, including, but not limited to, through email, mobile text messaging, or mobile push notifications, during any part of the day, including outside of normal business hours and between the hours of 9 p.m. and 8 a.m. local time. CSI is not liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or a third party in reliance on an alert. You agree that CSI will have no liability related to electronic communications, alerts, or notifications that are sent or received through your use of the Service.

8. Mobile Devices. To use the App, you must have a mobile device with internet access and/or wireless cellular service that you are authorized to use and that is compatible with the App. The Service may not be available through all mobile service providers, and some smartphones and other wireless devices may not be supported. CSI does not warrant that the Service will be compatible with your mobile device. The technical standards required to send and receive information, including SMS text capability and access to the internet, may vary among the types of mobile devices and telecommunications providers that support the Service, and may be updated from time to time by the providers. You understand and agree that the telecommunication providers may modify the supported mobile devices and/or the technical standards at any time, without prior notice, and CSI will not be liable to you for your failure to access or use the App due to any such modifications. You are solely responsible for satisfying these technical standards, maintaining the compatibility of the mobile device with the App, and compliance with all rules and regulations of your mobile service provider and the mobile app store from which you download the App.

a. Mobile Operating System Providers.

i. Apple. If you download the App from the Apple App Store, you acknowledge and agree that the agreement is solely between you and CSI, not Apple, Inc. ("Apple") and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with

the Apple Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the App. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be solely governed by the Terms and any law applicable to CSI as provider of the App. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by the Terms and any law applicable to us as provider of the Service. You acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, CSI, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms. You and CSI acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms as relates to your license of the App and compliance with the terms and rules of the Apple App Store, and that, upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms as relates to your license of the App against you as a third-party beneficiary.

ii. Google Play Store. If you download the App from the Google Play Store: (i) you acknowledge that the Terms are between you and CSI only, and not with Google, Inc. ("Google"); (ii) your use of App must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the App; (iv) CSI, and not Google, is solely responsible for the App; (v) Google has no obligation or liability to you with respect to the App or the Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Terms as it relates to the App.

9. Suspension; Termination; Effect of Termination.

a. CSI may suspend your subscription to use the Service at any time for any reason, including as may be required by applicable law, any potential security threat, or fraud. Upon suspension, you will no longer have access to the Service.

b. This subscription may be terminated at any time by you or CSI. You may elect to terminate the subscription by contacting your Bank. If you violate any of your obligations under the Terms, your permission to use the Service automatically terminates. Upon termination, you will (i) no longer have access to the Service; and (ii) destroy all copies of

your Account Information, Registration Information, and any information obtained from the Service.

10. Translation. CSI is not responsible for translating the Terms or any information contained within the Service to any other language. Translations of the Service and the Terms that may be provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language. To the extent the Service is available in a language other than the English language, CSI is not responsible for any third-party translating services whatsoever including, but not limited to, the accuracy of the translation, translations which are not stylistically satisfactory, translations which involve the use of an artificial intelligence service, or your understanding of the translated content or financial loss resulting therefrom. A sworn translator does not certify translations of the Terms.

11. Links to Third-Party Sites. The Service may contain hyperlinks to websites operated by parties other than CSI or its affiliates. Such hyperlinks are provided for your reference only. CSI does not control such websites and is not responsible for their content. If CSI posts hyperlinks to other websites, this does not mean that CSI endorses the material on such websites or associate us with their operators. Your access to and use of such websites, including information, material, products, and services on such website, is solely at your own risk.

12. Disclaimer of Warranty. THE SERVICE AND THE APP ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE OR THE APP WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE OR THE APP WILL BE UNINTERRUPTED OR ERROR FREE. YOUR USE OF THE SERVICE, THE APP AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES; THEREFORE, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL CSI BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE

POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, CSI'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR THE APP WILL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

14. Analytics. To assist CSI in maintaining and improving the Service, CSI uses multiple analytics and logging platforms to gather information about your usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use. This information will help CSI improve the performance of the Service for you.

15. Dispute Resolution. You agree that: (i) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Service, the App, or the Terms will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (ii) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) The arbitration will be held at the AAA regional office nearest to you; (iv) The arbitrator's decision will be controlled by the terms and conditions of the Terms; (v) The arbitrator will apply Texas law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (vi) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator will not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) The arbitrator will not have the power to award punitive damages against any party; (viii) If the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, CSI retains the right to forward them to the AAA on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, CSI retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a

class-wide or class-action basis, and that you have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.

16. Miscellaneous. The Terms constitute the entire agreement between you and CSI concerning the subject matter hereof. The Terms will be governed by and construed in accordance with the laws of the State of Texas, excluding that body of laws pertaining to conflict of laws. If any provision or portion of the Terms is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. Failure by CSI to insist upon strict enforcement of any provision of the Terms will not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the App, or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any of these terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term. You may have greater rights, or some of the provisions may be prohibited, by virtue of state or federal consumer protection laws. In such a case, to such extent, the subject provisions will not apply to you. The Terms and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly waived and excluded.