

Texas Bank and Trust Company

Digital Banking Services Agreement

Effective Date: December 15, 2023

1. Introduction

This “**Digital Banking Services Agreement**” (“**Agreement**”), consisting of the “**Terms of Use**” (below) and our “**Privacy Policy**” (located at <https://www.texasbankandtrust.com/privacy-policy>), is between each owner of an eligible account, a person applying for an eligible account, or authorized representative appointed or entitled to online access on another person’s behalf (“User(s),” “you” or “your”) and Texas Bank and Trust Company (“TBT,” the “Bank,” “us,” “we” or “our”).

This Agreement sets for the terms and conditions that govern you (as our customer) and your access to and use of the “**Digital Banking Services**” (or “**Services**”) provided by the Bank and accessible through www.texasbankandtrust.com or the Bank’s systems and servers (collectively, the “**TBT Platform**”) when you use a personal computer or a mobile device, including a smartphone, tablet, or any other eligible handheld or wearable communication device.

You may use certain features, products or services in connection with these Digital Banking Services, such as accessing and viewing information about your bank or other financial-related accounts with TBT (including checking, savings or other deposit accounts, loan accounts, credit card accounts) (collectively, “**TBT Bank Accounts**”) and moving money electronically and performing authorized transactions (for certain TBT Bank Accounts).

Please note that some of the Services may not be available, depending on the account type or use of certain digital devices or applications (such as using a personal computer versus a mobile phone).

In addition, these Digital Banking Services are for our “Personal Banking” customers. If you use other TBT services, such as those for “Business Banking” or “Treasury Management,” other TBT agreements will apply to those services. This Agreement and such other TBT agreements will not supersede each other and will each govern your use of the applicable services.

2. For U.S. Users Only

All of our Services are directed solely to individuals residing and/or based in the United States (“**U.S.**”). We make no representation that our Services are lawful, appropriate or available for use in any jurisdiction outside of the United States. Those who choose to access the Services from such other jurisdictions do so on their own initiative and at their own risk and are responsible for compliance with all applicable laws in such other jurisdictions.

3. Minimum Age of User is 18 or Less with Parental Consent

As a User of our Services, you must be at least 18 years old or the age of majority established under the applicable U.S. state law (“**Minimum Age**”). If you are not of Minimum Age, then you are not permitted to use our Services, unless you and your parent or legal guardian provide written consent to the Bank in accordance with the Bank’s policies and procedures.

4. Changes to Our Services

We reserve the right to change any or all parts of our Services, at any time, in any way, in our sole discretion, including eliminating, discontinuing, replacing or ceasing to provide access to any of the Services.

Any such changes will be effective immediately after we make such changes in the applicable part of the Services, with or without notice and without liability.

We will not be liable to you for any update to or any modification, suspension, or discontinuation of the Services. Any future change or addition to the Services will be subject to this Agreement.

5. Your Acceptance of this Agreement

When you apply for, enroll in, activate, download or use any of the Services described in this Agreement or authorize others to do so on your behalf, you agree to be bound by the terms and conditions of the entire Agreement, as well as any terms and instructions that appear on any part of the TBT Platform when you enroll, activate, access or use the Services.

It is your responsibility to be aware of ALL THE TERMS OF THE AGREEMENT, which consists of this Terms of Use and our Privacy Policy, along with any other documents referenced in this Agreement.

Since we may modify, suspend, discontinue, or restrict the use and availability of any portion of the Services at any time, without notice or liability, you should review this Agreement prior to each time you access the TBT Platform and our Services so that you understand the terms of the then current Agreement.

EACH TIME YOU ACCESS OR USE THE TBT PLATFORM AND ANY OF OUR SERVICES, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE TERMS.

IF YOU DO NOT AGREE WITH ALL TERMS OF THIS AGREEMENT, PLEASE IMMEDIATELY EXIT FROM THE TBT PLATFORM, STOP ACCESSING OUR SERVICES AND DISCONTINUE ALL USE OF SUCH SERVICES.

IN SUCH CASES, WE DO NOT CONSENT TO PROVIDE YOU WITH ACCESS TO OUR SERVICES.

6. Other Related Documents

This Digital Banking Services Agreement incorporates by reference and therefore includes any disclosures or disclaimers displayed within the TBT Platform or in relation to the Services and any other documents required by our Bank Partner.

This Agreement is also separate from and in addition to other agreements that may apply to you if you choose to use or purchase other TBT products or services outside of using our Digital Banking Services.

Further, your use of the Services may be affected by your “Deposit Agreement” and “Disclosures,” including the applicable schedule of fees (collectively, “**Deposit Agreement**”), or other agreement with us for your linked TBT Bank Accounts and/or an agreement with a separate financial institution for your bank accounts outside of TBT and linked to the Service. When a TBT Bank Account or other third-party bank account is linked to the Services, it does not change the agreements you already have with us or any separate financial institution for that account and you are still subject to the terms and conditions we gave you in the agreement and disclosure for the linked bank account. The terms and conditions for those account agreements, including any applicable fees, transaction limitations, liability rules and other restrictions that might impact your use of an account with the Services, are incorporated into this Agreement.

In the event of a conflict between the terms of the above-referenced agreements and this Agreement, the terms of the applicable agreement will prevail unless this Agreement specifically states otherwise.

7. Description of the Services

The “**Digital Banking Services**” or “**Services**” means all information, materials or audio and/or visual works (“**Content**”), communications, features, products and services (including Bank Partner Services and Non-Bank Partner Services) offered, made, obtained or otherwise provided or used through the TBT Platform.

Such Services may include without limitation the ability to: (a) create, enter, and change credentials to access and manage your TBT Bank Account(s) through the TBT Platform; (b) transfer funds between certain bank accounts; (c) make bill payments through myPay and schedule other payments to certain bank accounts; (d) obtain account balance and other account information for various TBT Bank Accounts or other third-party bank accounts that you have; (e) obtain and download transaction information on your TBT Accounts; (f) open certain consumer accounts online; (g) apply for a loan online; (h) view online statements and tax forms; (i) view online check images; (j) order statement or check copies; (k) re-order checks for checking accounts established at the Bank; and/or (l) use other Bank or third-party products and services. Additional information about such Services may, as we solely deem is appropriate, be provided at <https://www.texasbankandtrust.com/disclosures>.

Our Services also include: (m) our communications with you about the Services and the TBT Platform provided to you; and (n) any other services or applications that we may choose, in our sole discretion, to provide you access with through the TBT Platform, such as any communication tools like email, blogs, and social media platforms, related features and functionalities, user interfaces and software.

Some features, information, types of transactions or other parts of the Services may not be available for all of your Bank accounts or when accessing the Services via a mobile device. For some of your accounts, you may be able to connect from the TBT Platform to another bank website relating to such accounts where you may be able to access features, information, transactions or other services pertaining to those accounts that you cannot access directly on the TBT Platform.

Subject to this Agreement, you may use the Services 365 days a year and 24 hours a day, except for any scheduled or unscheduled interruptions in the Services for maintenance, security or any other necessary business operations reasons. When this occurs, an error message will be displayed when you sign on to use the Services.

8. Description of Tech Support Services

Our Call Centers are available Monday through Friday from 8:15 a.m. to 7:00 p.m., and on Saturdays from 8:15 a.m. to 5:00 p.m. local time, excluding Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas, and may be reached through the contact numbers listed on our TBT Platform.

Also, Third-Party Content and Tools providers will each have separate support rules, policies, and determinations that govern and related to use of the applicable Third-Party Content and Tools requiring support.

When you contact us, the communication or the information you provide may be recorded or otherwise retained by us or our Service Provider. You consent to such recording or retention. Without limiting the above, you agree that we may record the conversations our employees or agents have with you or your

agents to enable us to monitor the quality of service and accuracy of information our employees and associates receive from and give you.

9. Our Bank Partner

We work with a financial services company called Jack Henry & Associates, Inc. (“**Bank Partner**”) to enable our provision of the Services through the TBT Platform.

Our Bank Partner provides certain “**Bank Partner Services**” related to the maintenance and processing of funds in your TBT Account(s), but does not provide any financial services available to you through the Services (including the provision of our Content), all of which are provided by the Bank (“**Non-Bank Partner Services**”).

Your access to and use of the Bank Partner Services are governed by our Bank Partner’s terms and conditions (“**Bank Partner Terms**”) located at <https://www.texasbankandtrust.com/disclosures>.

If a term in our Agreement conflicts with such term in the Bank Partner Terms, then our Agreement will take precedence, but only as they pertain to the applicable term.

10. TBT’s Service Providers

We have engaged “**Service Providers**” to provide some or all of the Services and TBT Platform to you on our behalf. You agree that TBT has the right to delegate to TBT’s Service Providers all of our rights and obligations under this Agreement. Our Service Providers will be third-party beneficiaries of this Agreement. They are entitled to all the rights and protections that this Agreement provides to us. By enrolling in TBT’s Digital Banking Services, you authorize the Bank and its Service Providers and Bank Partner to process transactions and instructions, including automatic recurring payments, in such a manner as you direct.

All references to “we,” “us” or “our” includes our Service Providers, and our and our Service Providers’ owners, directors, officers, employees, independent contractors, representatives and agents. All references to “Service Providers” mean any third-party service provider, network or partner financial institution (including our Bank Partner) we may engage to perform functions for us under this Agreement. A list (as updated by us from time to time) of our Service Providers is located at <https://www.texasbankandtrust.com/disclosures>, along with certain additional information or terms (if any) as we solely deem is appropriate.

11. Third-Party Content and Tools

TBT may make available, through our Services, Content and the TBT Platform, third-party information, sources, products or services, including links to other websites or resources about products or services, or advertising of such products or services and online tools or features (collectively, “**Third-Party Content and Tools**”).

TBT, however, does not in any way endorse or guarantee any such Third-Party Content and Tools. You understand that the Bank has not been involved in the preparation, review, editing, creation or approval of, or is in any way responsible for, any such Third-Party Content and Tools. The third parties providing such Third-Party Content and Tools are not affiliated with the Bank. They are solely responsible for their products, services, information, recommendations, and all other content on their websites.

The Bank is not liable for these third parties’ acts or omissions or failure with regard to such products, services, and benefits. All Third-Party Content and Tools are NOT FDIC INSURED OR BANK GUARANTEED by the Bank. We encourage you to check offers, products and services to become

familiar with any restrictions or conditions established by such third parties. For specific advice about your situation, you may wish to ask a qualified professional.

All Third-Party Content and Tools (including any content, educational tools, calculators or guides) available through our Services, TBT Platform or Content are provided for informational, educational and non-commercial purposes and are not intended to provide legal, investment, or financial advice. They do not indicate the availability or suitability of any TBT product or service. For specific advice about your situation, you may wish to ask a qualified professional.

You acknowledge and agree that your use of all such Third-Party Content and Tools is solely at your own risk, including links to other websites or resources. It is up to you to ensure that whatever you select is free of viruses, worms, trojan horses and other items of a destructive nature.

By responding to offers or using any such Third-Party Content and Tools made available through our Services, Content or TBT Platform, you may be communicating information about yourself to the third-party company that provides such product or services. Please be aware that these third parties may have a different privacy policy than TBT's, and that their Websites may provide different or less security than the Bank.

By accessing all such Third-Party Content and Tools, you acknowledge and agree that you have reviewed all applicable third-party terms of use and privacy policies, and agree to be bound by them.

Any such Third-Party Content and Tools may become unavailable in the sole discretion of the provider of such Third-Party Content and Tools.

12. Eligibility to Use Our Services

To be eligible to use our Services, you must meet the following criteria, and you represent and warrant that you:

- Are a TBT Bank Account owner or authorized signer of such account;
- Are a resident in the United States;
- Have met the requirements pertaining to the Minimum Age;
- Will use your real name and only provide accurate and true information to us and within the Services at all times;
- Are not currently restricted from the Services, or not otherwise prohibited from having an account with us under the laws of the United States or any other applicable jurisdiction;
- Have full power and authority to enter into this Agreement, and doing so will not violate any other agreement to which you are a party;
- Will not violate the Bank's, any Service Provider's or any third party's rights, including without limitation intellectual property and all other proprietary rights;
- Are not a competitor of the Bank and/or will not use the Services for purposes of being in direct or indirect competition with us;
- Will only use our Service for your own personal non-commercial use;
- Will not share your Account with any third parties; and
- Will provide at your own cost all equipment, software, mobile access, and Internet access necessary to use the Services.

13. Account Authorization and Use of Services

- a. Account Creation. In order to use the Services, you must create an account ("**Account**") with the Bank by setting up a username and password. You agree that the information you provide to TBT on registration and at all other times, will be true, accurate, current, and complete, and that you will keep this information accurate and up-to-date at all times.

- b. Identity Verification. You hereby authorize TBT and our Bank Partner, directly or through third party service providers, to make any inquiries we consider necessary to validate your identity and/or authenticate your identity and Account information. This may include asking you for further information and/or documentation about your identity or requiring you to take steps to confirm ownership of your email address, wireless/cellular telephone number or financial instruments, and verifying your information against third party databases or through other sources.
- c. Linking Accounts. When you first set up your Account, we will link all of your eligible TBT Bank Accounts, including joint accounts, to the Service. If you open an additional eligible bank account at a later date, we will link your new bank account to the Service, unless you tell us not to do so.
- d. Joint Accounts and Linked Accounts. When one or more joint accounts are linked, we may act on the verbal, written or electronic instructions of any authorized signer to such account. If you share your log in credentials with a third party, even if you share a TBT Bank Account with them, they will have access to view ALL of your linked TBT Bank Accounts, including your individual bank accounts, as well as any third-party bank accounts linked to the Service. As long as you do not share your log in credentials, people with whom you share a TBT Bank Account will only be able to view accounts that are shared with you, not your individual bank accounts.
- e. Linking to Your Third-Party Bank Account. If you choose to link your third-party bank account to our Services, then you authorize our (and any related Service Provider's) use of all such related information to provide you with our Services, including enabling the linking of your third-party bank account(s). This authorization will remain in effect until you notify us that you wish to revoke this authorization, which may affect your ability to use our Services. By using our Services, you grant us, our Bank Partner, and any authorized third-party service providers the right, power, and authority to act on your behalf to access and transmit your Private Information from the relevant financial institution holding such third-party bank account.
- f. Disclosure of Account Information to Third Parties. We may collect, use and disclose information about your accounts you have provided, or that we or others have obtained about your accounts and the actions you take when using the Services, to third parties, affiliates, and agents, such as independent auditors, consultants and attorneys and to other persons or agencies who, in our judgment, have a legitimate purpose for obtaining information, as more fully described in your account agreement for the applicable account. For additional information on how we may share personal information about you, please review our Privacy Policy which is located at <https://www.texasbankandtrust.com/privacy-policy>.
- g. Wireless Carrier. You authorize your wireless carrier to use or disclose information about your Account and your wireless device, if available, to TBT, its Bank Partner or other authorized service provider for the duration of the time you have an active Account or use any other services provided by TBT, solely to help them identify you or your wireless device and to prevent fraud.
- h. Limited License. TBT grants to you a limited, revocable, nonexclusive, nontransferable license to use the Services and related TBT Platform solely for your personal, informational, and non-commercial use, or as expressly authorized by TBT in this Agreement. Subject to certain “**User Obligations**” and “**User Restrictions**” as detailed below, your limited license allows you to use the TBT Platform to access only those accounts on which you are authorized to act, and to use your own usernames, logins and passwords when accessing accounts on which you are authorized to act. You are solely responsible for all activities that occur in connection with your username and password.
- i. Notification of Unauthorized Access. **You agree to and shall notify us immediately** if you become aware of any suspicious or unauthorized conduct concerning your Account, TBT Bank Account(s), other third-party bank accounts, usernames, logins, passwords, or security questions

and answers, and the like, including your personally-identifiable, non-public personal information and sensitive information (collectively, your “**Private Information**”). .

- j. **Confidentiality.** You agree not to disclose your username, password and secure access codes and all other Private Information to anyone else, and that you will be solely responsible for any activities or actions taken under your Account, whether or not authorized by you. Accordingly, you should take steps to protect the confidentiality of all of your Private Information, and to log off of your Account and any protected areas of the TBT Platform.

We are not liable for any loss or damage from your failure to comply with the requirements in this Section.

14. **User Obligations**

- a. By accessing or using any or all of the Services, you acknowledge and agree to:
- Be responsible for maintaining the security and confidentiality of your password and secure access codes and email address;
 - Be responsible for keeping your profile and registration information true, accurate, current, complete, non-misleading and updated;
 - Maintain control over your account and be responsible for all activities that occur under your account, including all statements made and acts or omissions that occur on your user account, and such responsibility and liability continues until you close down your account or prove (to our reasonable satisfaction, concluded in our sole discretion) that your account security was compromised due to no fault of your own;
 - Log out of your account at the end of each session;
 - Maintain control over all of your devices that are used to access the Services, which means being solely responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed to access and use the Services, and all charges related thereto;
 - Comply with all applicable laws and this Agreement connection with your access to or use of all our Services (including our TBT Platform and Content); and
 - Immediately notify us at cservice@texasbankandtrust.com if you become aware of any possible unauthorized use of your account or any possible breach of security, including loss, theft, or unauthorized disclosure of any of your Personal Information, including your username, password, phone number or email address.
- b. If we believe, in our sole discretion, that your first or last names, or email address is/are offensive, impersonate(s) someone else, may be protected by proprietary rights laws, or is/are otherwise objectionable or inappropriate, we may, in our sole discretion:
- refuse to grant you the password or email address you provided;
 - immediately suspend or terminate your account; and/or
 - prevent your current or future use of all or any portion of the Services.

15. **User Restrictions.** The following restrictions pertain to how you use any or all of our Services.

You represent and warrant that you will do the following:

- a. Not use the Services for any purpose other than your own personal and non-commercial use. Such use is a violation of our copyright and other intellectual property or proprietary rights or those of

third-party sources or providers of Third-Party Content and Tools, and can subject you to legal liability.

- b.** Not permit others to use your Account.
- c.** Not assign, trade, transfer or resell your use of or access to your Account or the Services to any third party, or restrict or inhibit any other User from using the (as permitted in accordance with applicable laws and our Privacy Policy), including by means of "hacking" or defacing any portion of, the Services.
- d.** Not use any illegal action to collect login data and/or passwords for other websites, third parties, software or services.
- e.** Not use any other person's account for any purpose whatsoever.
- f.** Not use your Account or username and password for or in connection with the impersonation of any person.
- g.** Not republish, transmit, distribute, export, or re-distribute any aspect of the Services to online bulletin boards, message boards, newsgroups, chat rooms, social media platforms or in other any manner.
- h.** Not download, print, copy or republish any Content without our prior written consent, which must be obtained for each such instance.
- i.** Not publish and/or make any use of any of the Services (including our TBT Platform or Content) on any website, media, network or system other than those provided by the Bank or its Service Providers, and/or frame, "deep link," "page scrape," "mirror" and/or create a browser or border environment around any of the Services.
- j.** Not remove or alter any copyright, intellectual property or any other proprietary notices, watermarks, restrictions and signs indicated our or our licensors' proprietary rights contained in or accompanying any of the Services.
- k.** Not modify, adapt, make derivative works of, rent, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Services.
- l.** Not centrally manage or store any Content or any other data related to the Services in a centralized or interdepartmental database management system.
- m.** Not use any robot, spider, scraper, website search or retrieval application, or other systematic or automated device, program, script, algorithm, methodology, activity or process (or any similar or equivalent manual process) or insert any other code or product, to access, acquire, copy, monitor or otherwise interact with the Services, or to download, retrieve, harvest, index, "data mine" (including data gathering or extracting), or in any way reproduce, manipulate or circumvent the navigational structure or presentation of the Content, TBT Platform or any other Services to obtain or attempt to obtain any materials, documents, services or information through any means not purposely made available through any of the Services.
- n.** Not recirculate, redistribute, modify or publish the analyses and data provided through the Services, including any Content, even if such analyses and data resulted from the collection or analyses of your content.
- o.** Not use any of the Services, directly or indirectly, for any unlawful, fraudulent, harmful or unauthorized purpose or in violation of the terms of this Agreement or any applicable law.
- p.** Not use any of the Services in any way or take any action that causes, or may cause, damage to any part of the Services or impairment of the performance, availability or accessibility of the Services.

- q. Not use or otherwise execute on any of the Services to copy, upload, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, spyware, malware, time bomb, web bug or other malicious code, file, program or computer software.
- r. Not upload, post, email or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Services, including any software viruses or any other computer code, files or programs.
- s. Not disable, circumvent, bypass or otherwise avoid any measures used to prevent or restrict access to any of the Services, Accounts of other Users, or any other systems or networks connected to any of the Services through hacking, password mining, or other illegitimate or prohibited means.
- t. Not harvest or collect information about Users of the Services for any purposes, including contacting such Users or any other third parties.
- u. Not provide, submit, transmit or display any information which may be deemed as defamatory, malicious, unlawful, libelous, obscene, harassing, threatening, incendiary, abusive, racist, offensive, deceptive or fraudulent, encouraging criminal or harmful conduct, or which otherwise violates the rights of us, other Users or any other third party; or otherwise shows any person, entity or brand in a bad or disparaging light, without their prior explicit and written approval.
- v. Not use, transfer, distribute or dispose of any of the Content or any other aspect of the Services in any way whatsoever that is competitive with or similar to the business of TBT.
- w. Not access the Services for the direct or indirect purpose of creating a similar or competitive website, mobile application, product or service to TBT.
- x. Not sell, license or exploit for any direct or indirect commercial purposes any use of or access to any of the Services (including our Content or TBT Platform).

16. Your Breach of the Agreement

- a. You acknowledge and agree that your failure to comply with any requirements or any representations and warranties made by you may result in the immediate termination of your access to or use of any or all of the Services, with or without any further notice to you, and (if applicable) without (if applicable) any refund of any amounts paid on your account.
- b. You are responsible for all activity through the Services that arise out of any failure to keep your username, phone number (if linked to your Account) and password confidential and accurate (if applicable), and you may be held liable for any losses arising out of such a failure.
- c. We reserve the right to investigate any individual User Account when there is suspicion (as we determine in our sole discretion) of any breach of your obligations in the Agreement.
- d. Without prejudice to any of our other rights under the Agreement, if you breach any of the Agreement in any way, or if we reasonably suspect you have breached such Agreement in any way, we may, without any notice to you, undertake any of the following unless specifically prohibited by the Agreement:
 - send you one or more formal warnings;
 - temporarily suspend or permanently terminate your access to your Account and the Services;
 - block computers using your IP address from accessing your Account and the Services;
 - contact any or all your Internet service providers and request that they block your access to your account and the Services;
 - commence legal action against you, whether for breach of contract or otherwise;
 - suspend or delete your Account on the Services, without refund (if applicable) and/or
 - report your misuse to other Users (if any) who may be harmed by your actions.

- e. When we suspend or prohibit or block your access to your Account and the Services, you shall not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

17. Electronic Communications - Email, Text Messaging, Phone and Other Communications

You acknowledge and agree that all electronic communications, which includes without limitation email, text messaging, telephone, facsimile and all other electronic communications that we receive through the TBT Platform or otherwise in connection with the Services, will be deemed valid, authentic, and binding obligations.

These communications will be given the same legal effect as your written and signed paper communications and shall be considered a “writing” or “in writing.” They shall also be deemed to have been “signed” and to constitute an “original” when printed from electronic files or records established and maintained in the normal course of business.

You acknowledge and agree that electronic copies of communications are valid. You will not contest the validity or enforceability of such communications or any related transactions under the provisions of any applicable law (absent proof of altered data or tampering). This includes laws requiring certain agreements be in writing or signed by the party to be bound. Electronic copies of communications shall be admissible as evidence in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in paper form.

To the maximum extent permitted by law, you agree to indemnify, defend, and hold harmless the Bank and its Service Provides, including our and their respective owners, affiliates, directors, officers, employees, independent contractors, agents and representatives from claims, losses, expenses, liability, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney’s fees, caused by or arising out of any Services rendered by the Bank or its Service Providers pursuant to or in accordance with any electronic communications.

18. Electronic Communications Disclosure

As part of your enrollment in the Services, you consented to the “**Electronic Disclosure and Consent Terms and Conditions**” (“**e-Communications Disclosure**”) which allows us to provide you with account-related communications electronically. Pursuant to this e-Communications Disclosure (which is incorporated into this Agreement and located at <https://www.texasbankandtrust.com/disclosures>), we will deliver these communications electronically by either posting the communication to your secure mailbox or through our TBT Platform, sending it to your email address or by other electronic means. You are responsible for providing us with a valid e-mail address to accept delivery of electronic communications and you must promptly notify us of any changes or updates to your email address. You agree that once we email or post the communications within our TBT Platform, we have delivered the communications to you in a form that you can retain. You have the option to view, save, or print PDF versions of your Account documents from our TBT Platform via desktop, tablet or mobile device.

At times, we may still present you with paper disclosures or other documents that contain important information about your TBT Bank Accounts and related services, as a result, you should continue to review any paper correspondence that we mail to you. Any communications that the Bank determines, in its sole discretion, that you should receive in paper rather than electronic form will be mailed to the primary address in our records, or otherwise delivered as required by law or any additional agreement. If your Account through the TBT Platform is closed or access to the related Services is terminated, we may send communications to you in paper form via mail, even if you previously elected to receive such materials electronically.

19. Intellectual Property

- a. All of our Content, Third-Party Content and Tools, the Services, our TBT Platform, “Feedback” (as defined below), “TBT Trademarks” (as defined below) and any other information, text, photographs, video, audio, graphics and all other elements accessible on or through any or all of the Services and TBT Platform, including all related or underlying “**BANK Technology/Ideas**” (as defined below) (individually and collectively referred to as “**Intellectual Property**”) are owned and/or controlled by: (i) the Bank, its Service Providers (or its Bank Partner), or providers or sources of Third-Party Content and Tools; and (ii) protected by copyright and trademark laws, international treaties, and other applicable intellectual property or proprietary rights and laws of the U.S. and other countries.
 - i. All the Intellectual Property (as defined above) are also protected as collective works or compilations under U.S. copyright laws and other applicable laws and treaties.
 - ii. All the Intellectual Property Content has been developed, compiled, prepared, revised, selected and arranged by TBT, its Service Providers (including its Bank Partner) and/or providers and sources of Third-Party Content and Tools through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money, and constitute valuable intellectual property and trade secrets of TBT, its Service Providers and/or such other providers and sources.
 - iii. The posting of any of the Intellectual Property through our Services does not constitute a waiver of any right in such Intellectual Property.
 - iv. **Feedback.** You agree that any suggestions, comments, and feedback you submit to TBT (“**Feedback**”) shall be the sole property of TBT. We are free to use any Feedback without any restrictions, attribution or compensation of any kind. This includes without limitation the right to reproduce, display, transform, distribute and create derivative works. TBT may also use any ideas, concepts, know-how or techniques in such Feedback for any purpose.
 - v. “**TBT Technology/Ideas**” means all processes, methodologies, software, technology, interfaces, algorithms, scripts, tools, utilities, materials, data, know-how, designs, techniques, strategies and the like, in any form or medium (including, if applicable, source code and object code form) created or provided by TBT or its licensors.
 - vi. Texas Bank and Trust and certain other trademarks, service marks, and logos used in the Services and Content and on our TBT Platform are trademarks, service marks, and logos of TBT (collectively, “**TBT Trademarks**”). All other trademarks, service marks, and logos used in all such areas described herein are the trademarks, service marks, and logos of their respective owners.
- b. You do not acquire any ownership or license rights by using or having access to any of the Intellectual Property, other than the limited right to use the Services, TBT Platform and Content in accordance with the Agreement.
 - i. You will not copy, distribute, redistribute, display, sell, imitate, make derivative works of, use, publish or otherwise reproduce any Intellectual Property;
 - ii. You will abide by all copyright, patent, and trademark notices and restrictions contained in all areas of the Services and Content and on our TBT Platform; and
 - iii. You will notify TBT, via telephone at 800-263-7013 and in writing via email at cservice@texasbankandtrust.com upon becoming aware of any unauthorized access to or use of the Services, TBT Platform, Content or other Intellectual Property by any party or of any claim that the Services, TBT Platform, Content or other Intellectual Property infringes upon any intellectual property, or other contractual, statutory or common law rights.

- c. All Content contained or displayed on our TBT Platform or other Services (except for works licensed from third parties) are copyrighted with the standard U.S. copyright notice.
- d. The TBT Platform, including this page, may contain other proprietary notices and copyright information, the terms of which must be observed and followed. Certain images and information on our TBT Platform are the copyrights or trademarks of third parties, and any use is subject to the terms and conditions of such third parties.

20. Disclaimer of Warranties, Limitation of Liability and Indemnification

For purposes of the terms in this Agreement pertaining to this Section 20 (Disclaimer of Warranties, Limitation of Liability and Indemnification), all references to Service Providers include the providers of any applicable Third-Party Content and Tools.

This entire Section 20 shall survive the termination of this Agreement.

a. Disclaimer of Warranties

THE BANK PROVIDES THE SERVICES “AS IS” AND ON AN “AS AVAILABLE” BASIS. THE BANK MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICES. THE BANK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIE ENJOYMENT, AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICES.

BANK MAKES NO WARRANTY THAT (a) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; (b) DEFECTS WILL BE CORRECTED; (c) DAMAGES FROM HACKERS, VIRUSES, BUGS, CORRUPTION OF DATA OR OTHER TYPES OF CONTAMINATION WILL BE CORRECTED OR PREVENTED; OR (d) ANY CONTENT OR OTHER INFORMATION CONTAINED IN, RESULTS THAT MAY BE OBTAINED FROM THE USE OF, OR OTHER ASPECT OF THE SERVICES WILL BE ACCURATE, CURRENT, COMPLETE, ADEQUATE OR RELIABLE.

NO ADVICE, CONTENT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH ANY OF OUR SERVICES SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THESE GENERAL TERMS OF SERVICE.

ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN ANY OR ALL OF OUR SERVICES IS DISCLAIMED.

b. Limitation of Liability

IF YOU ARE DISSATISFIED WITH ANY OF OUR SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING SUCH SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME ALL RISK THAT MAY RESULT FROM YOUR USE OF THE SERVICES AND ANY THIRD-PARTY CONTENT AND TOOLS AVAILABLE THROUGH OUR SERVICES, INCLUDING LOSS ASSOCIATED WITH ANY COMPUTER VIRUSES AND THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS.

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES, REGARDLESS OF WHETHER BASED ON WARRANTY, CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, AND (I) RELATING TO YOUR ACCESS OR USE (OR INABILITY TO ACCESS OR USE) THE SERVICES, OR (II) ARISING OUT OF (a) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICES; (b) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED, (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (d) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED IN OR PROVIDED PURSUANT TO THIS AGREEMENT, WHETHER SUCH DAMAGES ARE FORESEEABLE OR NOT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SERVICE PROVIDERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE TERMS.

ACCESS TO AND USE OF OUR SERVICES ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF US IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED FIFTY DOLLARS (\$50.00).

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH IN THESE TERMS ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND THE BANK.

c. Indemnification

You agree that you are personally responsible for your conduct while using the Services and all information you provide to us whether through the Services or communications with us. You agree to indemnify, defend, and hold harmless the Bank and our Service Providers from claims, losses, expenses, liability, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, caused by or arising out of your use, misuse, errors, or inability to use the Services, any alleged misuse or intellectual property infringement claim pertaining to any information or materials you provide us or our Service Providers or through the Services, or violation of the terms of this Agreement or applicable laws or your breach of any representation or warranty in this Agreement.

We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. We will invoice you for all reasonable expenses of our defense, and you will pay such invoices in full

immediately on presentation. You agree not to settle any matter related to your indemnification obligations without our prior written consent.

21. Changes to the Agreement

We reserve the right to change any part of the Agreement, at any time, in any way, in our sole discretion. Any such changes will be effective immediately after we post such changes in the applicable parts of the Agreement. We will inform you of changes when legally required and will try to inform you of any material changes even when not legally required to do so. We may communicate changes by either mail, email or a notice on our TBT Platform and will make the updated terms available on the platform.

You agree that by continuing to use the Services after the date that changes are posted on the TBT Platform or through the Services, such changes will be effective for transactions made on the posted effective date, whether or not you access TBT Platform or otherwise receive actual notice of the changes. If you do not agree with a change, you must immediately stop accessing or using all parts of our Services.

It is your responsibility to be aware of the entire Agreement. You should therefore review the Agreement prior to each access or use of the Services so that you understand the current Agreement.

If you have the Agreement cached on your browser, you understand that the Agreement that apply to you are the most recent version appearing in a ***non-cached*** browser.

22. Governing Law. The Agreement and the resolution of any “**Dispute**” shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws principles AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE.

23. Time Limits. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Services must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

24. Informal Dispute Resolution Required. *We want you to reach out to us if you have any concerns or complaints rather than feeling like you need to initiate a formal legal case.* Before filing a claim against TBT, you agree to try to resolve the Dispute informally by sending to cservice@texasbankandtrust.com a written “Notice of Dispute” (“**Notice**”) describing the nature and basis of the claim or dispute, your phone number and formal mailing address, and the requested relief. After we receive the Notice, we will try to resolve the Dispute informally by contacting you through email or telephone. If a Dispute is not resolved within ninety (90) days after the date we contact you informally, you or TBT may bring a formal proceeding as permitted in this Section 24. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

25. Arbitration. Please read this Section 25 on Dispute Resolution and Arbitration carefully.

It is part of your agreement with TBT and affects your rights. The following contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

- a. All “**Arbitration Cases**,” which means all claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement or the use of the Services that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis in accordance with this Section 25 unless otherwise specified.
- b. **Arbitration Rules.** Arbitration shall be initiated through the “American Arbitration Association” (“**AAA**”), an established alternative dispute resolution provider (“**ADR Provider**”) that offers arbitration as set forth in this Section 25. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the

under the AAA (“**Appellate Rules**”); (ii) such award rendered by the arbitrator(s) shall, at a minimum, be a reasoned award; and (iii) such award shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of an award, as defined by the Appellate Rules, by filing a “**Notice of Appeal**” with any AAA office. Following the appeal process, the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof.

- d. If arbitration is initiated in compliance with Section 25(b), the arbitrator(s) will decide the rights and liabilities, if any, of you and TBT, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator(s) shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator(s) shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA and this Agreement. The arbitrator(s) shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator(s) has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator(s) is binding upon you and TBT in accordance with this Section 25.
- e. **Claims Not Subject to Arbitration.** Notwithstanding anything to the contrary in this Agreement, claims (including those related to injunctive relief) of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party’s patent, copyright, trademark or trade secrets (or any other intellectual property rights) or your material breach of the Agreement pertaining to your access to or use of the Services shall not be subject to these arbitration terms, so long as the claimant has complied with Section 24 (informal dispute requirement). Notwithstanding anything to the contrary in this Section 25, either party may submit to a court of law to enforce an arbitration award, and TBT may submit to a court of law to enforce this Agreement or seek injunctive or equitable relief.
- f. **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law.
- g. Unless otherwise specified in this Agreement, TBT is not committed nor obligated to use an alternative dispute resolution entity to resolve disputes with its Users.

26. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under Section 25 above, unless otherwise specified. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and TBT in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND TBT WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

27. **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE USER (WHETHER AN INDIVIDUAL OR AN ORGANIZATION) CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER (WHETHER AN INDIVIDUAL OR ORGANIZATION).

28. **Equitable Relief.** Notwithstanding anything to the contrary in Section 25, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending

arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Section 28 or the Agreement.

29. **Courts/Jurisdiction.** In any circumstances where the foregoing arbitration terms permit the parties to litigate in court, the parties irrevocably agree that jurisdiction and venue shall be that of the federal and state courts located within Longview, Texas and Gregg County of the State of Texas, for such purpose, and you agree to accept service by delivery through first class mail.

30. **Attorney's Fees.** If you bring a dispute in a manner other than in accordance with this Agreement, you agree that we may move to have it dismissed, and that you will be responsible for our reasonable attorney's fees, court costs, and disbursements in doing so. You agree that the unsuccessful party in any dispute arising from or relating to this Agreement will be responsible for the reimbursement of the successful party's reasonable attorneys' fees, court costs, and disbursements.

31. **Miscellaneous.** This Agreement constitutes the entire and exclusive agreement between you and TBT regarding the Services and the TBT Platform and the use and access thereof. This Agreement supersedes and replaces any and all prior oral or written understandings or agreements between you and TBT regarding all of our Services. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

- a. **Force Majeure.** You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, pandemics, epidemics, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control (collectively, "Force Majeure"). We reserve the right (in our sole discretion) to terminate any or all Services to you or any of our Users due to any Force Majeure event.
- b. **Assignment.** This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you, and any attempted assignment, subcontract, delegation, or other transfer in violation of the foregoing will be null and void. We may freely assign this Agreement. This Agreement shall inure to the benefit of and be binding upon our successors and permitted assignees.
- c. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation."
- d. All references to the Bank shall mean to include (whenever applicable) Bank's employees, independent contractors, officers, directors, consultants, agents, representatives, subsidiaries and affiliates.
- e. If any provision in this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement shall be unimpaired (remaining in full force and effect), and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. The Agreement is for the benefit of you and us; therefore, the Agreement is not intended to benefit or be enforceable by any third party. This Agreement, and your rights and obligations herein, may therefore not be assigned, subcontracted, delegated, or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. We may freely assign this Agreement. The terms and conditions set forth in this Agreement shall be binding upon our successors or assignees. Except as expressly set forth in the Agreement, the exercise by you or us of any remedy under the Agreement will be without prejudice to the exercise of any other remedy available to you or us under the Agreement or otherwise.

32. Special Notice for California Users. Under California Civil Code Section 1789.3, residents of California who use our Services are entitled to know that they may file complaints with: the Complaint Assistance Unit of the Division of Consumer Services of the California Department of **Consumer** Affairs, in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834, by telephone at (800) 952-5210, or by email at dca@dca.ca.gov. You may contact the Bank at the email listed in the “**Contact Us**” section below.

33. Term. This Agreement is effective beginning the earlier of (a) when you accept the Banking Agreement, or (b) your first access to, use of, download or install of the Services or the TBT Platform (via the internet or through the mobile app), and ending when terminated as described below.

34. Termination.

- a. **Termination by Bank.** Without limiting other remedies, Bank may immediately terminate or suspend your access to or use of the Services any time and for any reason or no reason, including: (i) your failure to comply with the terms of the Agreement; (ii) your inactivity in your Account for more than 365 days; (iii) where we determine in our sole discretion that such action is reasonable in order to comply with legal requirements or to protect the rights or interests of the Bank or any third party; or (iv) in connection with any general discontinuation of the Services. We will have no liability whatsoever on account of any suspension or revocation of your access to or use of the Services. We will try to notify you in advance, but we are not obliged to do so.
- b. **Termination by You.** You may terminate acceptance of this Agreement at any time by permanently deleting your username and password to the Account or deleting the mobile app for the Services in its entirety from your authorized cellular phone or other wireless device, whereupon (and without notice from the Bank) any rights granted to you under this Agreement will automatically terminate. You may also contact us via telephone at 800-263-7013, or in writing via email at cservice@texasbankandtrust.com. In the event of such termination, you must immediately delete such mobile app from such authorized device.

The Services remain in effect until they are terminated by you or TBT. You may cancel one or more of your Services at any time by notifying us of your intent to cancel in writing, through secure mail, or by calling customer service at 800-263-7013. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the Services. Otherwise, TBT will cancel any scheduled payments within two (2) business days from the date we receive your request to discontinue the Service. If you close your primary checking account, or there is no longer any eligible funding account linked to your Service, any unprocessed payments will be canceled. The Services will also end if you close all accounts linked to your profile.

35. Effect of Termination. Upon any termination of the Agreement, we will have no further obligation to provide or allow access to the Services. Upon termination, all licenses and other rights granted to you by this Agreement will immediately cease. The Bank is not liable to you or any third party for termination of the Services or termination of your use of the Services. Furthermore, except as may be required by applicable law or as provided in our Privacy Policy, the Bank will have no obligation to store or maintain (or delete or destroy) any information stored in our database or to forward any information to you or any third party.

UPON ANY TERMINATION OR SUSPENSION, ANY INFORMATION THAT YOU HAVE SUBMITTED, UPLOADED OR OTHERWISE MADE AVAILABLE ON, TO OR THROUGH THE SERVICES OR OUR TBT PLATFORM OR THAT WHICH IS RELATED TO YOUR ACCOUNT MAY NO LONGER BE ACCESSED BY YOU.

36. Contact Us. Please contact us at cservice@texasbankandtrust.com if you have any questions about these Agreement.

Bank Partner: Jack Henry & Associates, Inc.

TERMS OF USE AND PRIVACY POLICY

Effective Date: December 15, 2023