

## Texas Bank and Trust myOFM Terms and Conditions

Welcome to myOFM, an online financial management (OFM) Internet-based service. These Terms and Conditions constitute an Agreement between you, whether you are a registered user or visitor to the myOFM website (“you”, “your”, “user”), and Texas Bank and Trust, including our affiliates, partners and service providers, (“Texas Bank and Trust”, “Company”, “our”, “we”, “us”), as pertaining to your use of the myOFM website (the “Site”) and/or any of its affiliated web applications (the “Services”). By using the Site and/ or Services, you agree to be bound by these Terms and Conditions and our Privacy Policy, as they may be amended from time to time in the future.

### Accepting the Terms:

In order to use the Services, you must first agree to the Terms and Conditions.

You accept the Terms and Conditions, in their entirety, by:

- A. clicking to accept or agree to the Terms and Conditions, where this option is made available to you by Texas Bank and Trust in the user interface for any of the Services; or
- B. by using the Services. In this case, you understand and agree that Texas Bank and Trust will treat your use of the Services as acceptance of the Terms and Conditions from that point forward.

Texas Bank and Trust may from time to time update these Terms and Conditions and your continued use of the Services indicates your agreement to any modification with respect to these Terms and Conditions. You may not use the Services and may not accept the Terms and Conditions if (a) you are not of legal age or mental state to form a binding contract with Texas Bank and Trust, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

### Security:

This service is provided to you by Texas Bank and Trust in conjunction with a third party service provider. The security of your financial information is very important. The service provider has built the infrastructure to the high standards of Texas Bank and Trust and encryption. The vendor uses a combination of firewall barriers, encryption techniques and authentication procedures, among others, to maintain the security of the Services. They use industry accepted standards and protocols in protecting the sensitive information collected within the Services during transfer by the use of SSL (secure socket layer) encryption as well as in employing physical safeguards in the protection of your information. Their servers are in a secure, non-descript facility where access requires multiple levels of authentication. These facilities are monitored 24 hours a day, 7 days a week. They enforce physical access controls to their building, and utilize redundant power and fire suppression systems to ensure the availability and integrity of your data. While they take abundant precaution in protecting your personal information, no method is 100% effective at all times and we make no such guarantees.

For security and analytic purposes we store information based on your interactions through the Services. The Site automatically logs many of the details regarding the visits and requests to our web servers. This can include the browser type, cookie information, and

page requested by a visitor as well as the visitor's IP address. The vendor uses cookies to track the user's login status during the duration of the user's browser session.

Transaction details are recorded by our third party vendor. This information is used to provide budgeting information and assistance when using the Services. These details, other than in non-personally identifiable and/or aggregate form, are not shared with any additional service providers unless you give permission to do so. Analytics are collected on the Site in order to allow us to count the number of hits we receive to our Site, as well as to further explore statistically the actions of our users, such as what pages have the highest traffic so as to better optimize our product offerings. These tracking technologies gather information on an aggregate level and are not tied to users' personal information.

**Privacy:**

Texas Bank and Trust is committed to the confidentiality, integrity, and security of personal information about our users. We regularly re-evaluate our privacy and security policies and adapt them as necessary. It is our strict policy to treat your personal information as confidential. We use and disclose your personal information only as follows:

- A. when given permission by the user;
- B. to analyze the Site and improve the Services;
- C. to deliver to you any administrative notices and communications relevant to your account and/ or your use of the Services;
- D. in order to comply with governmental agency or court orders;
- E. to enforce our Terms and Conditions; and
- F. as otherwise set forth in our Privacy Policy.

**Services:**

The Services are a personal financial management service that allows registered users of the Services to consolidate and track their financial information. The Services are provided to you by Texas Bank and Trust without charge (it is free) and is meant as an aid to assist you in organizing and managing your finances and are broad in scope. The Services are not intended to provide legal, tax or financial advice. Your access to and use of the Services is personal to you and is not transferable by you to any other person or entity; therefore you agree not to resell or make any commercial use of the Services. You are entitled to access to and use of the Services for lawful purposes.

You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and you agree to not misrepresent your identity or your registration and account information. You agree to keep your registration and account information up to date and accurate. Failure to provide accurate and complete information during registration or account setup may prohibit your use of the Services or result in errors in information generated. You agree and understand that you are responsible for keeping your password and all other information concerning your account confidential. Texas Bank and Trust is authorized to act on instructions received under your username and password.

From time to time Texas Bank and Trust may modify the Services and add, change or delete features of the Services, in its sole discretion, without notice to you. User access and use of the Services may be interrupted from time to time for any of several reasons,

including without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Site and/or the Services or other actions that Texas Bank and Trust, in its sole discretion, may elect to take.

Subject to Texas Bank and Trust's Privacy Policy, you are licensing to Texas Bank and Trust and its service providers, any information, data, passwords, materials or other content, or content that is retrieved from third party sites at your request (collectively, 'User Content') you provide through or to the Services. Texas Bank and Trust may use, modify, display, distribute and create new materials using such User Content to provide the Services to you. By submitting User Content, you automatically agree, or promise that the owner of such User Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Texas Bank and Trust may use the User Content for the purposes set out herein.

### **User Risks:**

Texas Bank and Trust acts solely as a provider of the Services for your convenience and use of the Services, and any reliance by you upon any content or information (the "Materials") available to you through the Services, including any action taken by you because of such use or reliance, is at your sole risk. Neither Texas Bank and Trust nor any of its underlying service providers, business partners, licensors, employees, distributors or agents is responsible or liable for, or makes any representations or warranties as to the following, without limitation:

- A. Any representations, promises, recommendations or inducements that may be made by or through any party (including vendors) found at, on, through or from the Services;
- B. The timeliness, accuracy, reliability, completeness, legality, copyright compliance or decency of the Services or any Materials;
- C. Any inaccuracy, omission, error or delay in the Services or any Materials;
- D. Non-performance of or interruption to the Services or any Materials due to, without limitation: (i) any act or omission by any disseminating party, (ii) any force majeure or any other cause beyond the control of any disseminating party or (iii) outages, transmission quality or malfunctions of telephone circuits or computer systems including but not limited to any defects or failures with respect to your software, computer systems or Internet access provider;
- E. The quality of the Services or any Materials (including the results to be obtained from use of them); or
- F. Any loss resulting from, including any unauthorized access by a third party, arising out of or related to your access and/or use of or interaction with the Services or the Materials.

### **Third Party Accounts:**

By using the Services, you expressly authorize Texas Bank and Trust and its service providers to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. When you provide account data to us (such as bank or other financial accounts), you authorize us to access, and store, if applicable, a limited amount of information, including (a) a unique user ID and a password that allow us to access those accounts and (b) records and other information from your accounts. By providing us your login information and using these features of our Site, you authorize us to access your financial account information in order to provide the Services to you.

For all purposes hereof, you hereby grant Texas Bank and Trust and its service providers a limited power of attorney, and you hereby appoint Texas Bank and Trust as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution,

for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN Texas Bank and Trust OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, Texas Bank and Trust AND ITS SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT THE AGENT ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization and agency granted by you. You understand and agree that the Services are not endorsed or sponsored by all third party account providers accessible through the Services.

**Proprietary Rights:**

You are permitted to use content delivered to you through the Services only in connection with the Services. You acknowledge and agree that Texas Bank and Trust and/or its licensors or suppliers own all rights to the Site and the Services, the content displayed on the Site and the Services including its “look and feel” (e.g., text, graphics, images, logos and button icons), photos, editorial content, notices, and any intellectual or proprietary property and/or technology (in any form) made available to you as a part of or in conjunction with the Services. You are only permitted to use any of the foregoing as expressly authorized by these Terms and Conditions. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree to not reverse engineer or reverse compile any of the Services technology, including but not limited to Java applets associated with the Services.

**Posting information:**

myOFM allows, or may allow in the future, users to post content at various publicly available locations. These forums may be hosted by us or by a third party. Wherever you can post information you agree:

- A. You are responsible for all content you submit on the Services.
- B. By submitting content to the Services, you represent that you have all necessary rights and hereby grant Texas Bank and Trust a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the content in connection with the Services.
- C. You may not post or transmit any message that is libelous, defamatory, violates any law rule or regulation or which discloses private or personal matters concerning any persons. You may not post or transmit any message, data, image or program that is indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive; that encourages conduct that would be considered a criminal offense, give rise to civil liability or violate any law; or that is otherwise inappropriate.
- D. You may not interfere with others use of the Services including but without limitation to disrupting the normal flow of dialogue.
- E. You may not copy or use personal identifying information or business contact information about others without their permission.
- F. You may not post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential information, and trademarks or service marks used in an infringing fashion.

You agree that any feedback you provide will become the proprietary information of Texas Bank and Trust, and you agree that Texas Bank and Trust may use in any manner and without limitation all comments, suggestions, complaints, and other feedback you provide

relating to Texas Bank and Trust. You agree that we may use any feedback, suggestions or ideas you post for future modifications of the Services, other products and services, advertising or marketing materials. You grant us a perpetual worldwide, fully transferable, sub-licensable, non-revocable, fully paid-up, royalty free right to use the feedback you provide us in any way and for any purpose.

**Communication:**

Texas Bank and Trust will communicate with you by e-mail or by posting notices on the Site or Services. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing. Electronic alerts will be sent to the email address you have provided as your primary email address. Your consent to receive communications electronically is valid until you revoke your consent notifying us of your decision to do so. If you revoke your consent to receive communications electronically, we may terminate your right to use the Services. Texas Bank and Trust recommends you use extreme caution when clicking on links embedded in an email. Our best practice recommendation is to copy the link and paste it into the browser.

You understand and agree that any alerts provided to you through the Services may be delayed or prevented by a variety of factors. While, Texas Bank and Trust does its best to provide timely and accurate alerts, we guarantee either the delivery or accuracy of the content of any alert. You also agree, that Texas Bank and Trust shall not be 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 any third party reliance on an alert. Automatic alerts may be sent to you updating you to certain changes to your account. Voluntary alerts may be turned on by default. Voluntary alerts may then be customized, deactivated or reactivated by you.

If you request customer service or other assistance from Texas Bank and Trust, you acknowledge and agree that Texas Bank and Trust is authorized to access and view your account information to provide such assistance and support.

**Endorsements:**

All products and service marks contained on or associated with the Services that are not Texas Bank and Trust marks are the trademarks of their respective owners. References to any names, marks, products or services of third parties or hypertext links to third party sites or information do not constitute or imply Texas Bank and Trust's endorsement, sponsorship, guarantee or recommendation of the third party, information, products or services.

**Changes and Cancellation:**

You may cancel your myOFM registration at any time by sending a request for cancellation to Texas Bank and Trust support at [T3@texasbankandtrust.com](mailto:T3@texasbankandtrust.com). Upon confirmation of your request, your myOFM account will be cancelled and your access to the Services will be terminated. Texas Bank and Trust reserves the right to change or discontinue, temporarily or permanently, the Services at any time without notice. You agree that Texas Bank and Trust will not be liable to you or any third party for any modification or discontinuance of the Services. Texas Bank and Trust reserves the right to alter features, licensing terms, or other characteristics of any version of the Services that it releases.

Texas Bank and Trust may at any time, terminate your access to the Services for any reason, including:

- A. you have breached any provision of these Terms and Conditions and or the Texas Bank and Trust Privacy Policy (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of these Terms and Conditions and/or the Texas Bank and Trust Privacy Policy); or
- B. Texas Bank and Trust is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
- C. the partner with whom Texas Bank and Trust offered the Services to you has terminated its relationship with Texas Bank and Trust or ceased to offer the Services to you; or
- D. Texas Bank and Trust is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the Services; or
- E. the provision of the Services brought to you by Texas Bank and Trust is, in Texas Bank and Trust's sole opinion, no longer commercially viable.

**Disclaimers of Warranties:**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF myOFM, THE SERVICES, THE SITE, AND ALL INFORMATION, PRODUCTS, SERVICES, AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM Texas Bank and Trust, THE SERVICES OR THE SITE IS AT YOUR SOLE RISK. THE SERVICES, THE SITE, ALL CONTENT AND ALL PRODUCTS ASSOCIATED WITH myOFM ARE BEING PROVIDED 'AS IS' AND 'AS AVAILABLE.' TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, OF ANY KIND AS TO THE SITE AND THE SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED ACTIONS AND DATA ACCURACY FOR ANY PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. FURTHER, MONEYDESKTOP MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT ON THE SITE AND THE SERVICES (WHETHER OR NOT SPONSORED), AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTY THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE AND/OR THE SERVICES WILL BE ACCURATE OR RELIABLE, THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE SITE AND/OR THE SERVICES WILL MEET YOUR EXPECTATIONS, OR THAT ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SITE AND/OR THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MONEYDESKTOP THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

**Limitations on Liability:**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Texas Bank and Trust, ITS AFFILIATES, PARTNERS AND SERVICE PROVIDERS, SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED INCLUDING

WITHOUT LIMITATION, COMPENSATORY, INCIDENTAL, INDIRECT, DIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, RELATING TO TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, OR THE LIKE; ARISING IN CONNECTION WITH YOUR USE OF THE SITE OR THE SERVICES; ANY ACT OR OMISSION BY US IN ADMINISTERING THE SITE OR THE SERVICES; OR THE PURCHASE OR USE OF ANY GOODS OR SERVICES OF MERCHANTS OR SUPPLIERS THROUGH THE SITE OR THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. WE ASSUME NO RESPONSIBILITY FOR ANY DAMAGE CAUSED BY YOUR ACCESS OR INABILITY TO ACCESS THE SITE OR THE SERVICES.

THE LIMITATIONS OF DAMAGES SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN Texas Bank and Trust AND YOU. Texas Bank and Trust WOULD NOT BE ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITATIONS. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR DIRECT DAMAGES CAUSED BY US IN EXCESS OF \$1.00. THIS LIMITED REMEDY IS AGREED TO BY THE PARTIES AND SURVIVES A FAILURE OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**Indemnification:**

You agree to defend, indemnify, hold harmless and protect and fully compensate Texas Bank and Trust, its affiliates, partners and service providers from any and all claims, liability, damages, losses, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of the Site or the Services, your violation of these Terms and Conditions or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

**No Waiver:**

Texas Bank and Trust shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Texas Bank and Trust. No delay or omission on the part of Texas Bank and Trust in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a waiver of any rights or remedies on future occasions.

**Exclusive Agreement:**

You agree that these Terms and Conditions are the complete and exclusive agreement between you and Texas Bank and Trust. These Terms and Conditions supersede any proposal or prior agreement, oral or written, and any other communications between you and Texas Bank and Trust relating to the subject matter of these Terms and Conditions. These Terms and Conditions, as the same may be amended from time to time, will prevail over any subsequent oral communications between you and Texas Bank and Trust.

**Miscellaneous:**

The titles and headings of these Terms and Conditions are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in these Terms



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and Conditions shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of these Terms and Conditions to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of these Terms and Conditions shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law. All covenants, agreements, representations and disclaimers as to warranties and limitations on liability made in these Terms and Conditions shall survive your acceptance of these Terms and Conditions and the termination of these Terms and Conditions.

**Choice of Law and Forum for Disputes:**

By visiting or using the Site and/or the Services, you agree that the laws of the State of Texas without regard to principles of conflict of laws will govern these Terms and Conditions. To the extent that these Terms and Conditions conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. You agree that any claim or dispute of any sort that might arise between you and Texas Bank and Trust, its officers, directors, employees, agents or affiliates must be brought in Gregg County, Texas, subject to applicable jurisdictional requirements in any such action or proceeding. The Parties irrevocably waive any objection to such venue. You understand that, in return for your agreement to this provision, Texas Bank and Trust is able to offer the Services as these Terms and Conditions designate and that your assent to this provision is an indispensable consideration to these Terms and Conditions.

Contact Information:

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