

Mobile Banking Agreement

This Mobile Banking Agreement and Disclosure contains the terms and conditions that govern your use of the Texas Gulf Bank Mobile Banking Services. By accessing your accounts through Texas Gulf Bank, N.A and using this Mobile Banking Service, you agree to be bound by the terms and conditions of this agreement and, in addition to the terms and conditions of the Texas Gulf Bank Online Banking Agreement. The terms “we”, “us”, “our” refer to Texas Gulf Bank, N.A. “You” and “your” refer to the account holder authorized by Texas Gulf Bank, N.A. to use Texas Gulf Bank, N.A.’s Internet Banking System under this Agreement and anyone else authorized by that account holder to exercise control over the account holder’s funds through Texas Gulf Bank, N.A.’s Internet Banking System.

The accounts that you access using this Mobile Banking Service are subject to the terms and conditions of the deposit agreement and disclosures for each of your Bank accounts, as well as any other agreements with Texas Gulf Bank, N.A.

Mobile Banking is a personal financial information management service that allows you to access your Texas Gulf Bank, N.A. account information, review balances and transaction history, transfer funds, pay bills and receive message alerts. To access Mobile Banking your phone must be Internet enabled. You must first be enrolled in Online Banking with Texas Gulf Bank, N.A. The same security settings that are in place for Online Banking apply to Mobile Banking. Once you have enrolled for the Service through our Online Banking service, designated accounts linked to your access ID and PIN will be assessable through your mobile device.

Subject to the terms of this Agreement, you should be able to access your accounts through our Website (referring to www.texasgulfbank.com) 24 hours a day, 7 days a week. At certain times this service may not be available due to system maintenance or uncontrollable circumstances, including outages in Internet availability. Texas Gulf Bank, N.A. will still have services available; 24 hour Voice Response, ATM, by phone and during normal business hours at our banking facilities assuming no major disaster has occurred. We are not liable for failures to perform our obligations under this Agreement resulting from fire, earthquake, flood, hurricane or failure or delay of any power, computer or communications system or any similar case beyond our control.

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but limited to, your mobile service provider (i.e., AT&T, Sprint, etc.), and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions that impact your use of Mobile Banking, and you agree to be responsible for all such fees, limitations and restrictions. You agree that your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us. We do not assume responsibility for the operation, security, functionality or availability of any wireless device or mobile network which you utilize to access the Mobile Banking Service.

You agree not to give or make available your Mobile Banking User ID, PIN or other means to access your account to any unauthorized individuals. If you permit other persons to use your mobile device and PIN or other means to access Mobile Banking, you are responsible for any transaction they authorize. If you believe that your User ID, PIN, Mobile Device or other means to access your account has been lost or stolen or that someone may attempt to use the Mobile Banking Service without your consent, or has transferred money without your permission, you must notify us immediately.

Mobile Banking Transfers:

When you instruct the bank to transfer funds to or from your accounts through Mobile Online Banking, you are authorizing the bank to withdraw the necessary funds from the account you designate. Transfers initiated through Mobile Banking before 5:00 p.m. Central Standard Time on a business day are posted to your account the same day. Transfers completed after 5:00 p.m.

Central Standard Time on a business day, Saturday, Sunday or a banking holiday will be posted on the next business day.

You may cancel your participation in Mobile banking at any time through your secure internet banking log in under options/mobile settings tabs by deleting the Mobile Banking information.

Texas Gulf Bank, N.A. has the right to modify or terminate this Agreement at any time. We will comply with any notice requirements under applicable law for such changes or termination. If we modify this Agreement, your continued use of Mobile Banking Services will constitute your acceptance of such changes in each instance.

If you would like to continue *CLICK* the "I Agree" button to complete this enrollment process.