

Texas Gulf Bank, N.A. Online Banking Agreement and Disclosure of Terms and Conditions

This Online Banking Agreement and Disclosure explains the terms and conditions that govern your use of the Online Banking and Bill Pay services. By accessing your accounts through Texas Gulf Bank, N.A., using services described below or future services offered by the Texas Gulf Bank, N.A. Internet Site, you agree to be bound by the terms and conditions of this agreement. If you have any questions or do not understand this agreement, please contact us prior to your use of the service

The terms and conditions of the deposit agreement, signature card and disclosures for each of your Bank Accounts, agreements and disclosures governing your Loan Accounts as well as your other agreements with Texas Gulf Bank, N.A., continue to apply notwithstanding anything to the contrary in this Agreement. In addition to this Agreement, if you use certain features, products or services available through the Online Banking Services, such as Cash Management products, you will be subject to, and/or required to agree to, separate user agreements, customer agreements or similar agreements governing or relating to such features, products or services. All such guidelines, rules, disclosures, disclaimers, user agreements or similar agreements, and other terms and conditions are hereby incorporated by reference into this Agreement.

If the terms and conditions of this Agreement conflict with the terms and conditions contained in any Additional Agreement solely as they apply to online banking and online bill payment services, this Agreement controls; provided, that the terms and conditions of this Agreement are not intended to modify any disclosures or other terms that are required by law and that are provided by Texas Gulf Bank, N.A. in an Additional Agreement.

Definitions

As used in this Agreement, the words “we”, “our”, “us”, and “Bank” mean 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.’ 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. “Account” or “accounts” means your accounts at Texas Gulf Bank, N.A. “Electronic fund transfers” mean ATM withdrawals, pre-authorized transactions, point of sale transactions and transfers to and from your accounts at Texas Gulf Bank, N.A. using Texas Gulf Bank, N.A.’s Internet Banking System. “Business days” mean Monday through Friday, excluding Saturday, Sundays and Texas Gulf Bank, N.A. holidays.

Security Procedures

You acknowledge and agree that you have approved and will abide by the security procedures set forth in this agreement and any other security procedures established by Texas Gulf Bank, N.A. that have or/and will be presented to you in the future. You also acknowledge and agree that these procedures are reasonable and adequate for the purpose intended. It is your responsibility to protect your computer from all computer threats, such as viruses.

For security purposes, you determine what password you will use; the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to you’re your password, your access to the Online Banking System will be revoked. To re-establish your authorization to use the Online Banking System, you must contact us to have your password reset or obtain a new temporary password. We require that you create a password that utilizes both alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, and date of birth or names of children and should be memorized, not written down.

You understand the importance of your role in preventing misuse of your accounts through the Online Banking System, and you agree to promptly examine the statement for each of your Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information such as your driver’s license number and social security number. You understand that personal identification information by itself or together with information related to your account may allow unauthorized access to your account. Your password and Login ID are intended to provide against unauthorized entry and access to your accounts. Data transferred via Online Banking is

encrypted in an effort to provide transmission security and Online Banking utilizes identification technology to verify that the sender and receiver of the Online Banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the Online Banking system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including email, occur openly on the internet and can potentially be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Internet Banking System, or emails transmitted to and from us, will not be monitored or read by others.

Authorized Access

To use Online Banking, you must have at least one account established at Texas Gulf Bank, N.A. and access to Internet Service with a browser that supports 128-bit encryption. You must complete an Online Banking Application and agree to the terms and conditions set forth in the Online Banking Access Agreement. Once we have received the completed Application, we will send you disclosures via standard mail and provide you with your User ID and a temporary password. You will be required to change the temporary password the first time you login to Online Banking. Texas Gulf Bank, N.A. reserves the right to decline any applicant who does not meet our internet banking requirements. Business customers must complete an Online Banking Access Agreement, and depending on the services they request, may have to sign additional Agreements. Access to accounts will be based upon the identification of users and authority levels specified by you in the enrollment form. Please contact a bank representative for information about this process.

Online Banking can be used to access only the Bank accounts that you have authorization to access. We undertake no obligation to monitor transactions through Online Banking to determine that they are made on behalf of the account holder. 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. 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.

Governing Law

This Agreement will be governed by and interpreted in accordance with Federal law and regulations, and by the laws of the State of Texas.

Fees

There are no fees for accessing your account(s) or paying bills through our online services. However, fees, as described in the applicable product or Account Disclosure and Fee Schedule, may apply to services ordered online. Please note that fees may be assessed by your Internet Service provider.

Available Online Banking Services

- **Transfers of Funds between Accounts**
You may schedule one time or recurring transfer of funds between Texas Gulf Bank accounts. One-time transfer requests may be immediate or scheduled for a future date. The recurring transfers may be scheduled as weekly, bi-weekly, semi-monthly or monthly intervals. When you instruct the bank to transfer funds to or from your Texas Gulf Bank accounts through Online Banking, you are authorizing the bank to withdraw the necessary funds from the account you designate. Transfers initiated through Online 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.

Transfers can be edited or deleted while in a "pending" status. Your ability to transfer funds from certain accounts is limited by federal law. Please refer to the rules governing your deposit account for those limitations.

- **Bill Payment Services**
You may make payments through Online Banking to Companies and/or Individuals. By using this Service, you authorize us to follow the payment instructions you have provided, charge your

Designated account and process the payments electronically or by check. The designated account must be a checking account with unlimited check writing privileges.

Bill Payments can be arranged as a single payment or recurring payments. Recurring payments can be automatically initiated in a fixed amount weekly, bi-weekly, semi-monthly, monthly, quarterly, semi-annually or annually. If the payment date falls on a day other than a business day in any month, your payment will be initiated on the next following business day. There is no limit to the number of payments you may make.

Funds will be debited from your designated account on the "payment" date you enter for Electronically processed payments. If a payee is to be paid electronically, you understand and agree that the payee may not receive the payment until 4 days after the payment date. We recommend that you schedule electronic payments 2-3 days before the due date.

Funds will be debited from your designated account the day the check is presented for payment for those bill payments made with paper checks. If a payee is to be paid by check, you understand and agree that the paper check is mailed to the payee and may not be received by the payee until 10 business days after the "payment" date. We recommend that you schedule check payments 5 to 7 days before the due date. If you do not allow sufficient time, you will assume full responsibility for all late fees or finance charges.

We will not be liable if there are insufficient funds or insufficient credit availability in your designated account; if a legal order directs us to prohibit withdrawals from the designated account; if the designated account is closed or frozen; or if any part of the electronic funds transfer system is not working properly.

You are responsible for ensuring that you provide us with a correct address. In addition to your payee names and address, you must provide the Payee account number for each Company Payee (name, address and account number together are "payee Information") to ensure your payments are properly credited to the Payee. (Please note that the Company Payee may require that payments be sent to a specific address; this mailing address may be different than the addresses that appear on your invoice or billing statement. You may need to contact the Company payee to obtain their payment mailing address.)

The mailing address of any Payee must be in the United States.

You understand and agree that the following payments may be scheduled through the Bill Payment Service but that such payments are discouraged and must be scheduled at your own risk:
Federal, state or municipal tax payments
Court ordered payments

A Bill Payment is considered a "pending payment" from the time payment instructions are received by us to the scheduled "payment date". You may view, edit or cancel scheduled payments from your online access. If you need to edit or cancel any scheduled payment, you must do so no later than one (1) business day before the scheduled "payment date". We will not a charge for cancelling or editing a Scheduled Payment. You understand and agree that once we have begun processing the payment it cannot be cancelled or edited. You may place a "stop payment" on a paper check bill payment only, and will be subject to the disclosed fees.

- **Alerts**

Online Banking Service provides you the ability to set up event, balance, item and personal Alerts. A message will be displayed upon your login, if an alert has been sent.

- **Transaction Download**

You may access and download information from your accounts using personal banking software. You are responsible for obtaining and maintaining such personal banking software, and the Bank will not be liable for incorrect information or misapplication of information resulting from the downloading process or the use of such personal banking software.

- **Stop Payments**

The stop payment service allows you to place a stop payment order on checks you have written. You may view stop payments orders through the Online Banking Service; however you must contact the bank to edit or remove a stop payment.

It is your responsibility to determine the status of the check prior to placing a stop payment. If the check for which the stop is being placed has already cleared and you reissue the check, the bank will not be liable for paying either or both of the checks.

The bank will not be liable for failure to honor a stop payment order on any check if that check was presented before the stop payment order was received by the Bank or before we had a reasonable opportunity to implement the order. Stop payment fees will be automatically deducted from your account in accordance with the terms of your account. Stop payment orders are effective for six (6) months.

Overdrafts - Order of Payments, Transfers and other Withdrawals

If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then: (a) Electronic fund transfers involving currency disbursements, like ATM withdrawals will have priority; (b) Electronic fund transfers initiated through Online Banking which would result in an overdraft of your account may, at our discretion, be cancelled and (c) In the event that the electronic fund transfers initiated through Online Banking which would result in an overdraft of your account is not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

Limits on Frequency and Amounts of Online Banking Transactions

The number of transfers from bank accounts and the amounts that may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed upon deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds until the hold expires.

Change in Terms

We may change any term of this Agreement at any time. If the change would result in increased fees for any Online Banking services, increased liability for you, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the Online Banking website or forward it to you by email or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, you will not be notified of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

Periodic Statements

You will not receive a separate Online Banking statement. Transfers to and from your accounts using Online Banking will appear on the respective periodic paper statements for your Bank accounts.

Confidentiality

We will disclose information to third parties about your account or the transfers you make: (1) where it is necessary for completing transfers; or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (3) in order to comply with government agency or court orders; (4) as explained in the separate Privacy Disclosure.

Texas Gulf Bank, N.A. Accounts Accessible by More than One Person

If your account is owned by more than one person or is accessible by one or more authorized representatives, each such owner or authorized representative may individually access the account through the Online Banking Service. Each owner or authorized representative will need a unique ID and Password. The terms of this Agreement will apply to each such person.

In Case of Errors or Questions

It is your responsibility to contact us immediately in case of errors, questions about electronic transfers, incorrect information on your paper statement or any concerns about the use of your password. We must hear from you no later than 60 days after we sent the first paper statement upon which the problem or error appeared. When you contact us you must provide: (1) your name and account number, (2) description of the error or transfer and a clear explanation of why you believe it is an error or why you need more information, (3) the dollar amount of the suspected error; and (4) for transactions on Online Bill Pay, the account number used to pay the bill, payee name, the date the of the bill payment, payment amount, and the payee account number for the payment in question. If you contact us by telephone or by email, we may require that you send us your complaint or question in writing by regular mail or by fax within 10 business days. We will communicate the results of our investigation to you within 10 business days after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have use of the funds during the time it takes us to complete our investigation. If we ask that you put your complaint or question in writing and we do not receive it in the form of paper written within the 10 business days, we may not provisionally credit your account. If we decide that there was no error, we will send you written explanation within 3 business days after the completion of our investigation. You may ask for copies of the documents that were used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

Our Liability

If we do not complete a transfer to or from your account, on time or in the amount you requested, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result but only to the extent of the amount of the payment or transfer. We will not be liable for (1) if, through no fault of ours, you do not have enough money in your account to make a transfer; (2) if a legal order directs us to prohibit withdrawals from the account; (3) if your account is closed, or if it has been frozen; (4) if the transfer would cause your balance to be overdrawn, to go over the credit limit of any established line of credit or the credit limit for any credit arrangement set up to cover overdrafts; (5) if you, or anyone authorized by you, commits any fraud or violates any law or regulation; (6) if any electronic terminal, telecommunication device, or any part of the Online Banking electronic transfer system is not working properly and you knew about the problem when you started the transfer; (7) if you have not properly followed the on-screen instructions for using the Online Banking System or (8) if circumstances beyond our control (such as fire ,flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

Your Liability

Contact Us Immediately if you believe your password has been lost, stolen, used without authorization, or otherwise compromised or if someone has transferred or may transfer money from your accounts without your permission. A phone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you contact us within two (2) business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone has used your password without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Password, and we can prove that we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.00. If your monthly paper statement contains transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may lose any amount transferred without your authorization, after the sixty (60) day period, if we can prove that we could have stopped someone from making the unauthorized transfer if you had told us on time. If a good reason, such as a long trip or hospital stay kept you from telling us, time periods in this section may be extended.

You agree to assist us in our efforts to recover any funds that were transferred or paid without your permission.

Limitation of Liability, Indemnification

Notwithstanding any provision to the contrary contained in this Agreement, we shall be responsible only for performing the services as expressly provided for in these Terms and Conditions. We shall only be responsible for losses which are the direct result of our own negligence or misconduct in performing these services. We shall have no liability for failure to perform any services or for any disruption or delay in services in the event such failure, disruption or delay is due to circumstances beyond our reasonable control, including but not limited to, failure or disruption of electric power, computer equipment.

Telecommunication systems, your internet service provider, or weather conditions. We shall have no liability for any consequential, special punitive damage or indirect loss under any circumstances.

Unless otherwise required by law or specifically provided for in this Agreement, you agree that neither we nor the service providers shall be responsible for any harm, including but not limited to direct, indirect, special, consequential and economic damages, resulting in any way from the installation, operation or maintenance of our equipment or software, or internet browser or access software, nor shall we or the service providers be responsible for any loss, property damage or bodily harm, whether caused by Texas Gulf Bank, N.A., its equipment or software or by internet access or browser providers, or by online service providers, or any agent or subcontractor of any of the aforementioned parties.

Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your eligible Account, you waive any claim against the bank and you agree to indemnify and hold us and our Directors, Officers, Employees, Agents or Third Party Service Providers harmless from all loss, liability, claims, demands, judgments and expenses (including reasonable attorney's fees) arising out of or in any way connected with the performance of the Online Banking services. You agree that this is Indemnification shall survive the termination of these Terms and Conditions.

Links to Other Sites

Links to non-Texas Gulf Bank, N.A. Websites are provided solely as pointers to information on topics that may be useful to the Websites, and Texas Gulf Bank, N.A. has no control over the content on such non-Texas Gulf Bank, N.A. Websites. If you choose to link to a Website not controlled by Texas Gulf Bank, N.A., Texas Gulf Bank, N.A. makes no warranties, either express or implied, concerning the content of such site, including the accuracy, completeness, reliability or suitability thereof for any particular purpose, nor does Chase warrant that such site or content is free from any claims of copyright, trademark or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. Texas Gulf Bank, N.A. does not guarantee the authenticity of documents on the Internet. Links to non-Texas Gulf Bank, N.A. sites do not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such sites, or any representation regarding the content at such sites.

New Services

Texas Gulf bank, N.A. may, from time to time, offer and introduce new online services. We will notify you of the existence of these new products and services. By using these services when they become available, you agree to be bound by the terms, which will be communicated to you concerning these services.

Rights to Terminate

This Agreement will remain in effect until it is terminated by you or by Texas Gulf Bank, N.A. You may cancel Online Banking at any time by writing or faxing your request to Texas Gulf Bank, N.A. We may cancel this agreement and terminate your use of Online Banking services in whole or in part, for any reason, at any time without prior notice. If we terminate this Agreement, no further Banking transfers or bill payments will be made, including but not limited to any payment scheduled in advance or any preauthorized recurring payments or transfers. If you do not access any of your eligible accounts via Online Banking Services within a one (1) year period, all of your Online Banking Services may be disconnected without notice.

When you *click* on the "Accept" Button below, you agree that you have read, understand and accept the terms and conditions of this Online Banking Agreement and also warrant that you are an "Authorized User" acting with authority and that you are duly authorized to execute this Agreement.