



## **Digital Banking Agreement**

## **North Dallas Bank & Trust Co. (NDBT)**

### **Digital Banking Agreement**

Effective Date: May 7, 2024

Digital Banking Department:

Phone:

(800) 275-7966

(972) 716-7100

Mailing Address:

North Dallas Bank & Trust Co.

Attn: Customer Service

PO Box 801826

Dallas, TX 75380-1826

**PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE ENROLLING IN THE SERVICE OR INITIATING ANY TRANSACTIONS.**

#### **1. Scope of this Agreement**

This Digital Banking Agreement (this "Agreement") between you and North Dallas Bank & Trust Co. ("Financial Institution") governs your use of our Digital Banking services (the "Service"). The Service permits our Customers to perform a number of banking functions on accounts linked to the Service through the use of a personal computer and the Internet.

#### **2. Accepting the Agreement**

After you have carefully read this Agreement in its entirety, you will be asked to accept the terms and conditions of this Agreement.

WHEN YOU CLICK ON THE "I AGREE" BUTTON BELOW, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, ALSO, BY ACCEPTING THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU ARE AN AUTHORIZED USER ACTING WITH FULL AUTHORITY AND THAT YOU ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE RED "X" IN THE TOP RIGHT CORNER.

You should print and/or save a copy of this Agreement for your records. Future updates will be sent electronically as further described below in Section 5. To print,

select the "Printer Icon" below. To save a copy of this Agreement on your computer, select the "Printer Icon" and choose Adobe as the printer.

If you need a paper copy of this Agreement, please contact Customer Service. Our contact information is listed at the top of this Agreement. You can obtain a paper copy of this Agreement at any time. Updates to this Agreement will be sent electronically as further described within this Agreement.

### **3. Definitions**

Username - means an Access Identification Code used to access the Service.

ACH Origination - refers to the creation of debit and credit entries to facilitate the transfer or placement of funds in another institution through the Automated Clearing House (ACH) network. The ACH network is a funds transfer system governed by the National Automated Clearing House Association (NACHA).

Administrator - individual who initially enrolls on behalf of a Business Customer. This is an individual who has been given the authority to establish and manage Sub-User access to the Service. The Administrator is considered to have full authority to act on behalf of the Business Customer and any other authorized signers. The Administrator can designate and remove Sub-Users and may assign certain administrative rights to a Sub-User.

Affiliates - means a company or other entity related by common ownership or control.

Agreement - means this Digital Banking Agreement.

Authorized User - is any individual, Consumer, agent, or Administrator (Admin), Sub-User, Sub-User Administrator, or Business Customer whom you allow to use the Service or your Password or other means to access your Eligible Account(s).

Bill Payment - means the process or payment by which we pay your designated Biller based on your Payment Instructions.

Billing Account - is the checking account from which all Service fees will be automatically debited.

Business Day - is every Monday through Friday, excluding Federal Reserve holidays.

Business Customer - Refers to anyone other than a Consumer who owns an Eligible Account with respect to which the Service is requested.

Business Day Cutoff - Refers to the cut-off time for posting purposes. The cut-off time for digital banking transactions is based upon our Business Days and the Central Time Zone.

Consumer - Refers to a natural person who owns an Eligible Account at this Financial Institution and who uses the Service primarily for personal, family, or household purposes.

Eligible Accounts - An Eligible Account means any one of your accounts to which we may allow access through the Service under this Agreement.

You may request online access to any account that you are a signer or owner. If you or your Authorized Users desire features of the Service that allow you to initiate transfers, ACH transactions, or otherwise remove funds from an account, you must have the required withdrawal authority over the relevant Eligible Account.

When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service.

Financial Institution - means North Dallas Bank & Trust Co. (NDBT).

Joint Accounts - an Eligible Account that is added to the Service which is jointly held or has multiple signers.

Password - means your password that is known solely by you and not by this Financial Institution or our Service Providers that you use to access the Service.

Service - means the Digital Banking services offered by North Dallas Bank & Trust Co. through its Service Providers.

Service Provider - includes any agent, licensor, independent contractor or subcontractor that this Financial Institution may involve in the provision of Digital Banking services.

Sub-User - means an Authorized User who has been assigned access to a Business Customer's Eligible Account by an Administrator or a Sub-User Administrator. Sub-Users may be granted full or limited access to originate online transfers such as ACH transactions and/or wire transfers.

Sub-User Administrator - refers to an administrative user available only to Business Customers. A Sub-User Administrator may administer and assign access rights to Sub-Users.

You and Your - As used within this Agreement, "you" and "your" refer to the person enrolling in the Service, owner of the eligible accounts, Business Customer, Administrator, Sub-User Administrator as well as any Authorized Users or Sub-Users that such person allows, subject to the parameters of multiple user access as set forth within the Service.

We, Us, or Our - As used within this Agreement, refer to North Dallas Bank & Trust Co. and any agent, independent contractor, Service Provider, sub-contractor, licensor, designee, or assignee that North Dallas Bank & Trust Co. may involve in the provision of the Service.

#### **4. Prerequisites for Enrolling in the Digital Banking Service**

To enroll in the Service:

- You must have an Eligible Account with this Financial Institution;
- Your account with us must be in good standing; and
- You must be at least 18 years of age.

Hardware and Software Equipment Requirements:

- You must have a computer and Internet browser that will support 128-bit encryption.
- We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.
- Some features of the Service may not be supported with older browsers. Supported browsers include Microsoft Edge, Google Chrome, Firefox and Safari.
- You will need Internet access through an Internet service provider (ISP).
- You will also need an external email address for the delivery of electronic notices and disclosures.
- You must maintain fully updated anti-virus protection on your computer at all times.

Prior to enrolling in the Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Service and to retain a copy of this Agreement.

If we revise hardware and software requirements, and if there is a material change that impacts your ability to access the Service, we will give you advance notice of these changes and provide you an opportunity to cancel the Service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

## **5. Electronic Disclosures**

We may deliver amendments to this Agreement and other disclosures and/or agreements to you in an electronic format. Other disclosures and/or agreements may include:

- Bill Payment Agreement
- Monthly account statements
- Deposit account disclosures
- Notices regarding changes in account terms and fees
- Account notices
- Privacy notices
- Tax forms

The equipment necessary for accessing these types of disclosures electronically is described above in Section 4.

WITH YOUR ACCEPTANCE BELOW, YOU AGREE TO ACCEPT THIS AGREEMENT AND OTHER DIGITAL BANKING RELATED DISCLOSURES IN AN ELECTRONIC FORMAT.

YOU ALSO AGREE AND REPRESENT THAT YOU HAVE THE NECESSARY EQUIPMENT FOR ACCESSING THE SERVICE AND FOR VIEWING ELECTRONIC DISCLOSURES.

If you consent to receive electronic disclosures and later change your mind, you may withdraw your consent and change to paper delivery format. You can notify us of your intent to cancel electronic disclosures by:

- Sending us a letter to North Dallas Bank & Trust Co., PO Box 801826, Dallas, TX 75380-1826
- Sending us a secure message through the Service, or customerservice@ndbt.com
- By contacting us at this phone number: (800) 275-7966

If you send us a secure message through the Service or write us a letter, please be sure to identify yourself and the applicable accounts.

As part of the enrollment process, we may ask if you want to receive electronic only versions of your account statements (e-statements). If you enroll for e-statements and then later decide that you want to receive paper statements, you can "opt-out" of electronic delivery on the "Statements" page within the Service. After your opt-out request is processed, you will begin receiving paper copies of account statements and additional charges may apply.

If you enroll for e-statements and then later close your accounts with this Financial Institution, your access to the Service will also be terminated. You may request paper copies of historical statements at the address listed above.

You should print or save a copy of all disclosures delivered electronically. Digital banking customers may request paper copies of disclosures such as this Agreement free of charge.

## **6. Basic Digital Banking Services**

The basic features currently available through the Service include:

- Up to 24 months of transactional detail and history
- Account Inquiries for balances, transactional detail and history
- Copies of monthly account transactions
- Transfers between your accounts at this Financial Institution
- Transfers between your accounts at this Financial Institution and your other Financial Institutions
- Secure e-mails via the Service's messaging system
- Secure File Transfers
- View loan balances
- Payments to loans at this Financial Institution
- Online check reorders
- Stop payments on checks that you have written
- Transaction downloads

We may add or remove certain features and/or functionality available from time to time. You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control.

## **7. Other Basic Digital Banking Features**

### **(A) Stop Payment Feature**

The stop payment feature within the Service is only for stopping payments on checks that you have written. This feature is accessible in the "Accounts" menu of the Service and provides a means to securely create your stop payment for processing.

**The stop payment feature within the Service should NOT be used to cancel transfers and Bill Payments.**

There is typically a stop payment fee associated with this feature. Please refer to our current fee schedule for additional information or contact us at (800) 275-7966 or (972) 716-7100.

Additional terms of acceptance or disclosures may apply on the stop payment service and these disclosures will be made at the time you complete the request. Additional information on stop payments is available within the Service.

### **(B) Check Reorders, Address Change, Order Documents, Secure E-Mail & Secure File Delivery Services**

Additional features within the Service include: check reorders, address changes, document requests, and secure file delivery. The submission of requests, such as those for document requests or check reorders, will generate a secure email to this Financial Institution. Generally, requests received through the Service's secure e-mail feature will be processed within one (1) to two (2) Business Days. For urgent requests, we recommend that you contact our Customer Service Department.

We also offer a direct link for check reorders. This link will securely submit your reorder request directly to the check printer. In addition, in the Pay & Transfer menu, you can request the addition/removal of linked accounts. The secure file transfer feature within the Service provides a means for you to forward files to this institution in a secure manner. There may be additional fees associated with some of these services, such as when you reorder checks through the Service. Fees will be disclosed in our current fee schedule and/or at the time of your request.

## **8. Commercial Digital Banking Services**

Additional online features are currently available for Business Customers. These features may be subject to additional terms and conditions.

- ACH Credit and Debit Origination

- Wire Transfer Requests
- NACHA File Imports
- Balance Reporting
- Sub-User Administration
- Positive Pay
- ACH Block and Filter
- Remote Deposit Capture
- Business Bill Pay

We may add or remove certain features and/or functionality from time-to-time. Business Customers interested in these services should contact our Treasury Management Department at (972) 716-7347 for additional information.

## **9. Fees**

There is no charge for basic digital banking services, such as view balances and account transfers.

There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. Please refer to our current fee schedule for additional information or contact us at (800) 275-7966 or (972)716-7100.

This Financial Institution may change the applicable fees for the Services, or any portion thereof upon notice to you. You are responsible for any and all fees assessed by your Internet service provider, telephone or mobile device carrier. Any applicable fees will be charged regardless of whether the Service was used during the billing cycle.

Additional charges may apply for services such as: Positive Pay, ACH Origination, Wire Transfers, ACH Block and Filter, Remote Deposit Capture or NACHA File Imports. These fees may vary and are subject to separate agreements.

## **10. Enrollment Process**

You must complete the enrollment process to use the Service.

The digital banking enrollment process involves completing a secure online application that we will use to verify your identity. When you enroll for the Service, you agree to provide true and accurate enrollment information. You will also choose your Username and Password during the enrollment process.

Business Customers interested in our Treasury Services should contact us directly at 972-716-7347 or you may send us a secure message through the Service.

## **11. Linked Accounts**



When you first enroll for the Service, we will link all of your designated Eligible Accounts with the same account ownership to one Username. If you want to limit the accounts linked or the privileges assigned to an account, please contact us at (800) 275-7966 or (972) 716-7100 or send us a secure email message through the Service.

If the Eligible Accounts added to the Service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your Username and Password are authorized unless we have been notified in writing to cancel the Service.

## **12. Signature Requirements**

When any online transfer, ACH, wire transfer request or other Payment Instruction is initiated through the Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you.

Authorized Users of Business Customers that may be assigned payment or transactional capabilities through the Service should be authorized by the Business Customer to make or approve electronic transfers, even though that person's authority to make transfers by other means may still require dual signatures.

If Authorized Users are not authorized persons on the signature card for each linked account, the Business Customer account owner(s) has the obligation to inform this Financial Institution of the new individual or individuals with such authority. Such notice must be given to this Financial Institution by calling us at (800) 275-7966 or (972) 716-7100. You may also write us at:

North Dallas Bank & Trust Co.

Attention: Customer Service

PO Box 801826

Dallas, TX 75380-1826

## **13. Account Balances**

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day Cutoff time to be effective the same Business Day.

The balances within the Service are updated periodically and the Service will display the most current "as of" date on the accounts summary page (Home). There may be situations that cause a delay in an update of your balances. The Service will use

the most current balance available at the time of a transaction to base our approval for account transfers.

#### **14. Cancelling or Changing Transfers**

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through the Service; however, you can edit or change a transfer that is still "pending".

To cancel or change a pending transfer, use the following procedures:

1. Log in and make edits to the appropriate transaction.
2. Edits must be made before the cutoff time for each type of transfer scheduled to be processed the same Business Day
  - a. 3:00 p.m. for external transfers
  - b. 6:00 p.m. for internal transfers
3. You may edit a pre-scheduled (future dated/automatic) transfer any time before 6:00 p.m. on the Business Day before the scheduled transfer date.
4. For transfers, you can change the transfer amount to \$0.00, or
5. If you accidentally transfer funds, you can schedule another transfer to move funds back to the original account.

If you need to edit a pending or approved transaction after the applicable cutoff time, please contact us immediately; although in these situations, we may not have sufficient time to stop the transfer from further processing.

Separate agreements with Business Customers will detail the required timeframes for submitting and making changes to ACH transactions.

#### **15. Cancelling or Changing Wire Transfer Requests**

Customers may be authorized for online wire transfer services. In these situations, separate agreements will detail wire transfer limits and the required timeframes for submitting and making changes to these types of transaction requests.

If you have been approved for wire transfers, you may edit or delete these types of transactions prior to "approving" the transactions. You may only edit or "disapprove" a pending wire request or ACH batch transaction prior to the scheduled payment or settlement date.

When a wire transfer request is approved for the current date, it is transmitted to us for processing. If a change is necessary, you must contact us immediately; in these situations, we may not have sufficient time to stop the transaction from further processing.

#### **16. Transaction Limitations**

You may use the Service to check the balance of your Eligible Account(s) and to transfer funds among your Eligible Accounts at this Financial Institution and between this Financial Institution and your other financial institution(s). You must

have sufficient funds in your account to cover the amount of any online transfers or the transaction may not be processed.

## **17. Privacy**

We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our privacy notice before completing the enrollment process for the Service.

### **(A) Disclosure of Account Information to Third Parties**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- To verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- To comply with the regulations or orders of a governmental agency or court orders; or
- If you give us your written permission.

Please refer to our privacy notice for additional detail on disclosure of account information.

## **18. Internet Security**

The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet.

Username and Passwords - One of the main security features protecting the Service is the unique combination of your Username and Password. During the enrollment process, you will be asked to select a unique Username and Password. For security purposes, do not use your account number or social security number as your Username. Encryption and access controls are used to protect your Password within our database. If you need to reset your Password, you may use our online automated Password reset feature or you may contact this Financial Institution for assistance.

Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a Password that is difficult to guess.
- You should NOT use words based on your name, address, or other personal information.
- You must use special characters to increase security.
- You should NOT use dictionary words.

- You should keep your Password safe.
- You should memorize your Password and do NOT write it down.
- You should also change your Password occasionally, such as every 90 days.
- You should NOT share your Passwords with anyone, even Authorized Users.

When you enroll for the Service, you agree to change your Password immediately if you suspect that your Password has been compromised. This can be done at any time from the "User Settings" menu after you log on to the Service.

**NEITHER THIS FINANCIAL INSTITUTION NOR ITS SERVICE PROVIDERS WILL CONTACT YOU BY TELEPHONE, EMAIL OR TEXT MESSAGING REQUESTING PERSONAL INFORMATION, SUCH AS YOUR USERNAME, PASSWORD, CREDIT CARD NUMBER, ATM CARD NUMBER OR ATM PIN. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS TYPE OF INFORMATION, DO NOT PROVIDE ANY INFORMATION AND CONTACT OUR CUSTOMER SERVICE DEPARTMENT IMMEDIATELY AT (800) 275-7966 OR (972) 716-7100.**

Encryption – The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using digital banking. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption, and we will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from "open" to "locked". What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

Certificate Authority - The servers hosting the Service have been certified by a certificate authority to assure you that you are talking to the Service instead of someone pretending to be us. By clicking on the lock within the Service, you can view the certificate to ensure it is valid.

Cookies - During your use of the Service, our Internet banking Service Provider will pass an encrypted session cookie to your computer that enables us to process multiple transactions during the session without having to provide a Username and Password for each individual transaction. You must accept this cookie to use the Service. The session cookie is stored on your computer's hard drive, identifying your computer while you are logged on. The session cookie does not contain any personal information. When you log off, close your browser, or turn off your machine, the session cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account. Our Service Provider also uses persistent or "permanent" cookies to identify this Institution and

your computer as part of our enhanced security. The permanent cookies will remain on your computer's hard drive until you clear cookies with your browser. If you do not accept these cookies, you may not be able to use all the features of the Service.

Multi-Level Authentication - We use multi-level authentication (or enhanced security) to help prevent unauthorized access to your accounts. As part of our enhanced security solution, we may send you a One Time PIN (OTP) which can be used to help authenticate your login or transaction requests.

## **19. Your Security Obligations**

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER INCLUDING BUT NOT LIMITED TO THE USE OF UPDATED ANTI-VIRUS PROTECTION.

NEITHER THIS FINANCIAL INSTITUTION NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSWORD, OR MALFUNCTION OF YOUR COMPUTER OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER AND SOFTWARE.

- All Authorized Users should sign-off after every session. While online sessions will automatically end after a period of inactivity, logging off can help protect you in case you accidentally leave your computer unattended.
- Refrain from using public computers (e.g., computers in a library, Internet café or hotel business center) to access your digital banking accounts. The security of public or shared computers cannot be assured.
- Always keep your computer's operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.
- Always keep your anti-virus and anti-spyware software current and routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or unrepaired viruses or malicious software (malware) may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Furthermore, undetected, or unrepaired viruses or malware may affect the security of online accounts and the privacy of personal information stored on your computer. If your computer is compromised by some form of malware, virus, or Trojan, you could unintentionally transmit sensitive account information or personal data to another third party or transmit a virus to other computers.
- Always use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- If you use a wireless Internet connection to access your online accounts, make sure that the wireless network is encrypted.

Occasionally we may post important security notices on our website and/or send digital banking users security related notices or reminders; it is your responsibility to read all security notices.

## **20. Protecting Your Password**

When you or your Authorized Users accept the terms and conditions of this Agreement, you agree not to give or make available your Password or other means to access your account to any unauthorized individual(s). You are responsible for all transactions authorized or requested through the Service using a valid Username and Password, including those situations when your Username and Password are obtained due to compromise to your computer. If you permit other persons to use the Service with your Password, or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your Password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling (800) 275-7966 or (972) 716-7100 during customer service hours. You can also contact us by sending a secure message through the Service.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSWORD TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSWORD TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AN AGGREGATION SERVICE PROVIDER, OR WHEN YOUR PERSONAL COMPUTER IS COMPROMISED BY A KEY STROKE LOGGING VIRUS OR ANY OTHER TYPE OF MALWARE).

You agree that we may send notices and other communications, including Password change confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual.

## **21. Our Liability for Failure to Complete Transactions**

We will use commercially reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Eligible Account(s) does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of your overdraft account (if applicable);
2. The Service and/or the payment processing center is not working properly, and you know or have been advised by this Financial Institution

- and/or its Service Providers about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information;
  4. Your Eligible Account(s), including your Billing Account, is closed;
  5. If your computer, software, telecommunication lines were not working properly, and this problem should have been apparent to you when you attempted the transfer;
  6. The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
  7. We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
  8. Circumstances beyond control of the Service, our Service Providers, and this Financial Institution (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.
  9. Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from any of your Eligible Account(s), this Financial Institution and/or its Service Providers shall be responsible for returning the improperly transferred funds to your Eligible Account.

## **22. Documentation and Verification of Payments and Transfers**

Information regarding Digital Banking transactions will be reflected on the account detail in the Service and in your regular account statement(s).

## **23. Provisions Applicable Only to Consumer and Sole Proprietors Deposit Accounts**

### **(A) Errors and Questions**

In case of errors or questions about your electronic transactions, you should notify us as soon as possible through one of the following methods:

- Telephone us at (800) 275-7966 or (972) 716-7100, during customer service hours;
- Contact us by using the secure messaging feature within the Service; or
- Write to us at:

North Dallas Bank & Trust Co.

Attention: Customer Service

PO Box 801826

Dallas, TX 75380-1826

If you think your statement is incorrect or you need more information about an electronic transfer transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name, relevant Service account number(s), and Username;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

For errors regarding electronic transactions on new consumer accounts, we may take up to 90 days to investigate your complaint or question. We may take up to 20 Business Days to credit a new account for the amount you think is in error.

If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

## **(B) Consumer Liability for Unauthorized Transfers**

Tell us AT ONCE if you believe your Username or Password has been lost or stolen. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit if applicable).

If customers who are Consumers tell us within two (2) Business Days after you discover your Password, Username used or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your Password, Username or other means to access your account if you had told us, you could be liable for as much as \$500.00.



If your monthly account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period in our sole discretion.

## **24. Provisions Applicable Only to Business Accounts**

### **(A) Protecting Your Account(s)**

The Service will allow Business Customers to establish individual Usernames, Passwords, and privileges for each Authorized User. Transaction history is maintained for each Username.

**BUSINESS CUSTOMER(S) WILL BE SOLELY RESPONSIBLE FOR DESIGNATING AUTHORIZED USERS AND ASSIGNING PRIVILEGES WITHIN THE SERVICE.**

As a security measure, Business Customers should evaluate and implement the dual control features within the Service for ACH Origination and wire transfers.

### **(B) Sub-User Administration**

Sub-User Administration is an optional service for Business Customers that may be activated at any time after your initial enrollment. The Business Customer shall be solely responsible for designating both the Administrator and Sub-User Administrator.

A Sub-User Administrator may further authorize other individual Sub-Users who may be granted full or limited online access to the Eligible Accounts and may also be granted full or limited access to originate ACH transactions and/or wire transfers. Dual control should be established to help regulate the actions of multiple Sub-Users.

For security and auditing purposes, each Sub-User should be assigned separate Usernames and Passwords. All cash management activity is tracked at the Administrator level and is viewable by both the Sub-User originator and Administrator in the online history. Internal transfers are tracked for each Username.

A Sub-User Administrator inherits the privileges assigned by the Administrator. Notwithstanding the foregoing.

The Administrator or Sub-User Administrator will need to provide the Username and temporary Password to each new Sub-User. The temporary Password will be used to gain access to the Service initially. After the Sub-User's initial log on, they will be prompted to set up their own unique Password, known only to them, for future use of the Service.

Any fees associated with your standard business deposit account(s), as described in our fee schedule will continue to apply.

**(C) ACH Origination**

Authorized Users of Business Customers who have been approved for ACH Origination privileges may edit, delete, or "un-approve" ACH transactions prior to the scheduled date for the transaction. Separate agreements will detail the required timeframes for submitting and making changes to ACH transactions.

If ACH batch transactions have been approved and submitted to us for processing, you must contact us immediately if any changes are necessary after the designated cut-off time. In these situations, we may not have sufficient time type to stop the transactions from processing before the scheduled payment date.

**(D) Business Customer Liability**

BUSINESS CUSTOMER REPRESENTS AND WARRANTS THAT ITS AUTHORIZED USERS AND SUB- USERS HAVE THE APPROPRIATE AUTHORITY TO INITIATE TRANSACTIONS THROUGH THE SERVICE. BUSINESS CUSTOMER ALSO REPRESENTS AND WARRANTS THAT IT MAINTAINS OR REQUIRES CURRENT AND UPDATED ANTI-VIRUS SOFTWARE ON ALL COMPUTERS USED TO ACCESS THE SERVICE BY IT OR ON ITS BEHALF.

BUSINESS CUSTOMER AUTHORIZES THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS TO ACT UPON, AND AGREES TO BE BOUND BY, ANY TRANSACTION, WHETHER OR NOT AUTHORIZED, THAT IS INITIATED WITH AN USERNAME AND PASSWORD OF ANY AUTHORIZED USER(S).

FURTHERMORE, ANY INSTRUCTIONS, DIRECTIONS, OR OTHER INFORMATION PROVIDED BY THE BUSINESS CUSTOMER, OR ANY OF ITS AUTHORIZED USERS, WILL BE DEEMED TO HAVE BEEN AUTHORIZED BY THE BUSINESS CUSTOMER. THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE FOR VERIFYING THE IDENTITY OR AUTHENTICITY OF ANY PERSON CLAIMING TO BE AN AUTHORIZED USER OF THE BUSINESS CUSTOMER.

BUSINESS CUSTOMER ASSUMES ANY AND ALL LIABILITY ARISING FROM THE USE OR MISUSE OF THE SERVICE OR ELIGIBLE ACCOUNTS BY ITS AUTHORIZED USERS OR AS A RESULT OF A COMPROMISED COMPUTER DUE TO A BREACH OF ANY OF THE FOREGOING WARRANTIES. BUSINESS CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS FOR ANY LIABILITY AND DAMAGES RESULTING FROM OR ACTING UPON ANY TRANSACTION, DIRECTION, INSTRUCTION, OR INFORMATION THAT IS INITIATED WITH AN USERNAME AND PASSWORD OF BUSINESS CUSTOMER'S AUTHORIZED USER(S) REGARDLESS OF WHETHER SUCH TRANSACTION, DIRECTION OR INSTRUCTION IS MADE BY AN AUTHORIZED USER.

BUSINESS CUSTOMER AGREES THAT WE MAY SEND NOTICES AND OTHER COMMUNICATIONS, INCLUDING EMAILS, TO THE CURRENT ADDRESS SHOWN IN OUR RECORDS, WHETHER OR NOT THAT ADDRESS INCLUDES A DESIGNATION FOR DELIVERY TO THE ATTENTION OF ANY PARTICULAR INDIVIDUAL. YOU FURTHER AGREE THAT THIS FINANCIAL INSTITUTION AND/OR ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU IN ANY WAY IF INFORMATION IS INTERCEPTED BY AN UNAUTHORIZED PERSON, EITHER IN TRANSIT OR AT YOUR PLACE OF BUSINESS. IN ADDITION, YOU AGREE TO:

- REQUIRE ALL AUTHORIZED USERS TO KEEP PASSWORDS SECURE AND STRICTLY CONFIDENTIAL;
- IMMEDIATELY NOTIFY US AND SELECT A NEW PASSWORD IF YOU OR YOUR AUTHORIZED USERS BELIEVE YOUR PASSWORDS MAY HAVE BECOME KNOWN TO AN UNAUTHORIZED PERSON.

WE MAY DISABLE PASSWORDS OF AUTHORIZED USERS EVEN WITHOUT RECEIVING SUCH NOTICE FROM YOU, IF WE SUSPECT PASSWORDS ARE BEING USED IN AN UNAUTHORIZED OR FRAUDULENT MANNER.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR THE DEVELOPMENT AND IMPLEMENTATION OF ALL COMMERCIALY REASONABLE SECURITY PROCEDURES TO PROTECT THEIR COMPUTER SYSTEMS USED TO ACCESS THE SERVICE.

THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS SHALL HAVE NO OBLIGATION, LIABILITY OR CONTROL, EITHER DIRECTLY OR INDIRECTLY CONCERNING THE BUSINESS CUSTOMERS' SELECTION OF SECURITY SYSTEMS OR DEVICES USED TO PROTECT ITS COMPUTER SYSTEM(S). FURTHERMORE, NEITHER THIS FINANCIAL INSTITUTION NOR ITS SERVICE PROVIDERS SHALL HAVE CONTROL OVER BUSINESS CUSTOMERS' DEVELOPMENT OR IMPLEMENTATION OF SAID SECURITY PROCEDURES OR THE FAILURE OF BUSINESS CUSTOMER TO MAINTAIN SAID PROCEDURES.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM ANY AUTHORIZED OR UNAUTHORIZED ACCESS TO THE SERVICE USING A VALID USERNAME AND PASSWORD.

**(E) Commercially Reasonable Security Procedures**

WHEN YOU ACCEPT THIS AGREEMENT AND USE THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE INCLUDES SECURITY MEASURES WHICH ARE COMMERCIALY REASONABLE.

YOU AGREE TO BE BOUND BY OUR SECURITY PROCEDURES AND INSTRUCTIONS, WHICH MAY BE PERIODICALLY UPDATED. YOU AGREE TO REVIEW AND IMPLEMENT ALL SECURITY PROCEDURES AVAILABLE IN CONNECTION WITH THE SERVICE, INCLUDING PROCEDURES TO PROTECT THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND THE SAME FOR YOUR AUTHORIZED USERS. YOU

AGREE TO NOTIFY THIS FINANCIAL INSTITUTION IN THE EVENT THAT YOUR USE OF THE SERVICE WOULD NECESSITATE OR BE BETTER SERVED BY A LEVEL OF SECURITY THAT EXCEEDS THAT OFFERED BY THE SERVICE. IF YOU FAIL TO NOTIFY THIS FINANCIAL INSTITUTION, YOU ACKNOWLEDGE AND AGREE THAT THE SECURITY ASPECTS OF THE SERVICE ARE APPROPRIATE FOR YOUR NEEDS AND WILL PROVIDE YOU WITH A COMMERCIALY REASONABLE DEGREE OF SECURITY AGAINST UNAUTHORIZED USE.

**(F) Errors and Questions**

In case of errors or questions about your transactions, you should notify us as soon as possible through one of the following methods:

Telephone us at: (800) 275-7966 or (972) 716-7100 during customer service hours;

Write us at:

North Dallas Bank & Trust Co.

Attention: Customer Service

PO Box 801826

Dallas, TX 75380-1826

**(G) Your Liability for Unauthorized Transfers**

You must notify us of errors, discrepancies, or possible unauthorized transactions as soon as possible upon learning of the discrepancy. If you fail to notify us within thirty (30) days after you have received notice of an unauthorized or erroneous transaction, this Financial Institution will not owe you any interest on the amount in question, even if we are otherwise liable to you in connection with the transaction.

This Financial Institution and its Service Providers shall have no liability to you for any unauthorized transactions made using your Password that occurs before you have notified us of any possible unauthorized use, and we have had a reasonable opportunity to act upon that notice.

If you fail to notify us of any discrepancy within six (6) months, you shall be precluded from asserting any such discrepancy against us.

**(H) Limitation of Institution Liability**

THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL BE DEEMED TO HAVE EXERCISED ALL DUE CARE AND TO HAVE ACTED REASONABLY IF WE ACT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY YOU ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY OUR WILLFUL MISCONDUCT. THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE:

- RELATED TO THE DISHONESTY OF THE BUSINESS CUSTOMER'S EMPLOYEES, OFFICERS, AGENTS, AUTHORIZED USERS;
- RESULTING FROM ANY RECEIVING FINANCIAL INSTITUTION'S FAILURE TO ACCEPT ANY PAYMENT OR FUNDS TRANSFER REQUEST;
- RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THIS AGREEMENT, WHICH IS CAUSED BY AN ACT OF GOD, FIRE OR OTHER CASUALTY, ELECTRICAL OR COMPUTER FAILURE, DELAYS OR FAILURE TO ACT BY ANY CARRIER, MEDIUM OR AGENT OPERATING BETWEEN THIS FINANCIAL INSTITUTION AND THIRD PARTIES, OR ANY OTHER CONDITION OUTSIDE OF OUR CONTROL.

IF THIS FINANCIAL INSTITUTION AND/OR ITS SERVICE PROVIDERS FAIL OR DELAY IN MAKING A PAYMENT OR TRANSFER PURSUANT TO YOUR INSTRUCTION, OR IF WE MAKE A PAYMENT OR TRANSFER IN AN ERRONEOUS AMOUNT WHICH IS LESS THAN THE AMOUNT PER YOUR INSTRUCTION, UNLESS OTHERWISE REQUIRED BY LAW OUR LIABILITY SHALL BE LIMITED TO INTEREST ON THE AMOUNT WHICH WE FAILED TO TIMELY PAY, CALCULATED FROM THE DATE ON WHICH THE PAYMENT OR TRANSFER WAS TO BE MADE UNTIL THE DATE IT WAS ACTUALLY MADE OR YOU CANCELLED THE INSTRUCTION.

WE MAY PAY SUCH INTEREST EITHER TO YOU OR THE INTENDED RECIPIENT OF THE PAYMENT OR TRANSFER, BUT IN NO EVENT WILL WE BE LIABLE TO BOTH PARTIES, AND OUR PAYMENT TO EITHER PARTY WILL FULLY DISCHARGE ANY OBLIGATION TO THE OTHER. IF WE MAKE A PAYMENT IN AN ERRONEOUS AMOUNT WHICH EXCEEDS THE AMOUNT PER YOUR PAYMENT INSTRUCTION, OR IF WE PERMIT AN UNAUTHORIZED PAYMENT AFTER WE HAVE HAD A REASONABLE TIME TO ACT ON A NOTICE FROM YOU OF POSSIBLE UNAUTHORIZED USE AS DESCRIBED ABOVE, UNLESS OTHERWISE REQUIRED BY LAW, OUR LIABILITY WILL BE LIMITED TO A REFUND OF THE AMOUNT ERRONEOUSLY PAID, PLUS INTEREST THEREON FROM THE DATE OF THE PAYMENT TO THE DATE OF THE REFUND, BUT IN NO EVENT TO EXCEED SIXTY (60) DAYS INTEREST.

IF WE BECOME LIABLE TO YOU FOR INTEREST COMPENSATION UNDER THIS AGREEMENT OR APPLICABLE LAW, SUCH INTEREST SHALL BE CALCULATED BASED ON THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK IN THE DISTRICT NEAREST TO THIS FINANCIAL INSTITUTION FOR EACH DAY INTEREST IS DUE, COMPUTED ON THE BASIS OF A THREE HUNDRED SIXTY (360) DAY YEAR.

NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS UNDER THIS AGREEMENT. THE TERMS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

### **(I) Indemnification**

Business Customer(s) and its Authorized Users will defend, indemnify and hold harmless this Financial Institution and its Service Providers against and in respect to any and all loss, liability, expense and damage, including consequential, special

and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by this Financial Institution through the Service, (ii) any breach of the provisions of this Agreement (iii) any request for stop payment; (iv) any dispute between you and any third party in connection with the use of the Service; and (v) any and all actions, suits, proceeding, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive termination of this Agreement.

## **25. Alterations and Amendments**

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you. Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete.

Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

## **26. Address, E-mail, or Payment Account Changes**

When you enroll in the Service, we may send you a "Welcome" e-mail. We will also send you e-mails and/or secure messages through the Service regarding important matters and/or changes to this Agreement. You must provide us with your current e-mail address for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made either within the Service in the "Settings" menu or by contacting our Customer Service Department at (800) 275-7966 or (972) 716-7100.

Any changes to your Eligible Account(s) or Billing Account should also be made in accordance with the procedures outlined above.

## **27. Service Termination, Cancellation, or Suspension**

In the event you wish to cancel the Service, please contact our Customer Service Department at (800) 275-7966 or (972) 716-7100 or send us a secure email through the Service.

You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be cancelled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any login or Bill Payment activity for a period of six consecutive months, accessibility will automatically terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. To request reinstatement of the Service, you must call our Customer Service Department.

## **28. Exclusions of Warranties and Limitation of Damages**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

WE ARE NOT RESPONSIBLE FOR AND YOU AGREE TO HOLD US HARMLESS FROM ANY DAMAGES, LOSSES, COSTS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF OR IN CONNECTION WITH ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE, OR YOUR FAILURE TO OBTAIN ADEQUATE ONLINE SECURITY HARDWARE AND SOFTWARE, NOR WILL WE BE RESPONSIBLE FOR ANY COMPUTER VIRUSES THAT AFFECT YOUR COMPUTER OR SOFTWARE WHILE USING THE SERVICE. IN ADDITION, WE WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY ACCESS OR ATTEMPTED ACCESS TO YOUR COMPUTER OR SOFTWARE WHILE USING THE SERVICE OR OUR WEBSITE.

WE ARE NOT RESPONSIBLE AND YOU AGREE TO HOLD US HARMLESS FOR SECURITY BREACHES CAUSED BY OR ARISING FROM A BREACH OF YOUR COMPUTER SYSTEM, INTERNET PROVIDER OR YOUR MOBILE DEVICE CARRIER.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER INCLUDING BUT NOT LIMITED TO THE USE OF UPDATED ANTI-VIRUS PROTECTION.

NEITHER THIS FINANCIAL INSTITUTION NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN,

SHARED PASSWORD, OR MALFUNCTION OF YOUR COMPUTER OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER AND SOFTWARE.

THE FOREGOING SHALL CONSTITUTE THIS FINANCIAL INSTITUTION'S AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THIS FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS' FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE SERVICE.

### **29. No Unlawful or Prohibited Use**

As a condition of using the Service, you represent and warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation.

You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the service or interfere with any other party's use and enjoyment of the service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

### **30. Assignment**

You may not assign this Agreement to any other party without our prior written consent. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

### **31. No Waiver**

This Financial Institution and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission 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 bar or waiver of any rights or remedies on future occasions.

### **32. Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

### **33. Disputes**

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any



proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of this Financial Institution and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

#### **34. Waiver of Trial by Jury**

**THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BROUGHT BASED UPON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING THIS AGREEMENT.**

#### **35. Ownership of Material**

Copyright of the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by this Financial Institution and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

#### **36. Governing Law and Relation to Other Agreements**

Accounts and services provided by this Financial Institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Texas, without regard to its conflicts of laws provisions.