

# INWOOD NATIONAL BANK

## ALL-IN-ONE RETAIL ONLINE BANKING SERVICES AGREEMENT

### **IMPORTANT INFORMATION ABOUT THIS AGREEMENT**

THIS AGREEMENT APPLIES TO CONSUMER, NON-BUSINESS USERS OF INWOOD NATIONAL BANK'S ONLINE BANKING SERVICES ONLY. IF YOU ARE A CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER COMMERCIAL OR PUBLIC ENTITY, YOUR USE OF ANY INWOOD NATIONAL BANK ONLINE BANKING SERVICES IS GOVERNED BY A SEPARATE TREASURY SERVICES AGREEMENT. YOU AGREE THAT UPON YOUR ENROLLMENT IN INWOOD NATIONAL BANK'S ONLINE BANKING SERVICES, THE TERMS OF YOUR TREASURY SERVICES AGREEMENT INWOOD NATIONAL BANK WILL APPLY TO ANY AND ALL USE OF SUCH ONLINE SERVICES.

### **INTRODUCTION**

This Online Banking Services Agreement ("Agreement") is between you (a natural person that uses the Service for personal, family or household purposes) and Inwood National Bank. This Agreement governs your use of Inwood National Bank's online banking services (the "Service" or "Online Banking"), as well as any transactions that you may initiate with and/or request from Inwood National Bank through the Service ("Online Transactions"). The Service permits you to perform a number of banking functions involving your Accounts that are linked to the Service through the use of a personal computer or a mobile Internet-enabled access device. You agree to be bound to the terms and conditions pertaining to Online Banking and the specific terms and conditions applicable to any other associated services that you elect to use as set out below, including the Bill Payment Service and eStatements Service.

Certain important terms applicable to all services of Online Banking, unless otherwise defined in this Agreement, are set out in the Definitions section in Part V – DEFINITIONS at the end of this Agreement.

This Agreement does not cover transfers you may make through the branch, a telephonic individual voice response system (IVR) or through an automated teller machine (ATM). Inwood National Bank is providing you with this Agreement in accordance with, and it is subject to, Applicable Law. Please read this document carefully, as it discusses in detail your rights and responsibilities when enrolling in the Service and when conducting Online Transactions through the Service.

***By clicking on the "I Accept" button and/or proceeding to use the Service, you acknowledge that you have read, understood, and agree to be bound by this Agreement and the terms and conditions associated with your use of the Service, including any Online Transactions you initiate through the Service.***

We recommend that you print or store a copy of this Agreement and keep it with your records. You may also view this Agreement, at any time, at the Information Center forms section on our website at [www.inwoodbank.com](http://www.inwoodbank.com).

### **PART I**

#### **ONLINE BANKING SERVICE FEATURES**

This portion of the Agreement describes the general features, terms and conditions of Online Banking applicable to Consumers, except as may otherwise be expressly indicated.

#### **WHO IS ELIGIBLE**

You are eligible to use Online Banking if you maintain an open Account (checking, savings and/or loan) and have executed this Agreement, and if we have otherwise approved your use of the Service, as described further below.

#### **ACCESS**

To use Online Banking, you must have a Computer or a mobile Internet-enabled access device (hereinafter referred to as a "Mobile Device"). You must also have access to the Internet and an email address. To register for the Service, you must complete an enrollment and/or other set-up process and associated form(s) and be approved by us in our sole and exclusive discretion. Your enrollment in Online Banking will enable you to access only those Accounts that you have designated through and that are eligible for access with Online Banking. You can also request to add or remove an Account by submitting a secure message through Online Banking.

Subject to Applicable Law, and at our sole discretion, we reserve the right to modify, suspend, or terminate access to the Service at any time without notice or refund of previously incurred fees. You authorize us, at our election and as permitted by Applicable Law, directly or through an agent, to obtain your credit report in connection with your request for use of Online Banking and, in our sole discretion, thereafter from time to time, in connection with your use of the Service. We may limit your access to the Service or the dollar amount and/or frequency of your transfers and payments based on your credit report.

## **HOURS OF ACCESS**

Online Banking is generally available seven (7) days a week, twenty-four (24) hours a day. Some or all features of Online Banking may not be available from time to time due to problems arising in connection with transmissions over the Internet, as well as emergency or scheduled system maintenance. If possible, we will post a notice of any extended periods of non-availability on the Online Banking site.

## **BASIC FEATURES OF THE SERVICE**

By enrolling in Online Banking, you may have access to the Service's basic features, which may allow you to:

- (i) View current balance and transaction information on your Account(s);
- (ii) View Account history;
- (iii) Perform Internal Transfers between certain Account(s) you have with us on either a one-time or recurring basis;
- (iv) Perform External Transfers between your Account(s) with us and accounts at other financial institutions on either a one-time or recurring basis, subject to availability and certain restrictions as set forth in this Agreement and otherwise imposed by the Bank from time to time;
- (v) Stop payment of checks you have written;
- (iv) Direct Connect Account history information for use with other systems such as Quicken® and QuickBooks®;
- (v) View check images;
- (vi) Perform self-service Account maintenance such as re-ordering checks, ordering copies of paid checks, requesting copies of monthly checking or saving statements, changing address and phone information, and changing your Login ID and password;
- (vii) Set-up Account alerts;
- (viii) Receive electronic Account statements;
- (ix) Send secure messages to us regarding the Service;
- (x) Pay bills, and make person-to-person payments;
- (xi) Use your Mobile Device to perform certain Mobile Banking Service functions; and
- (xii) Use your Mobile Device to perform certain Mobile Remote Deposit Capture Service

Some of the above features may not be available for certain Accounts or customers. Additional information regarding some but not necessarily all of the above features is provided below.

Additional electronic banking services may be added by us from time to time in our sole discretion. By using these additional services when they become available, you agree to be bound by the terms and conditions associated with such services, as such terms and conditions are provided to you by us.

The use of certain features or modules related to the Service may incur fees or other charges. See our Fee Schedule for further information.

## **LIMITS ON AMOUNTS AND FREQUENCY OF ONLINE BANKING AND MOBILE BANKING TRANSACTIONS**

The number of transfers from Accounts and the amounts which may be transferred via Online Banking, including via the Mobile Banking Service, are limited pursuant to the terms of the applicable Deposit Account Agreement and as otherwise described in this Agreement or in other communications we may provide to you. You understand that those limits include federal restrictions on the number of Internet (via Computer or Mobile Device) transfers from savings Deposit Accounts (including money market Accounts) processed in a month or statement cycle. For a more detailed description of the limits on such Internet transfers, please refer to the applicable Deposit Account Agreement.

## **INTERNAL TRANSFERS**

### **A. Types of Internal Transfers**

Internal Transfers (transfers between your eligible Accounts with us) may be processed as follows:

One-Time Transfers.

(i) One-time transfers and payments are used for transfers and payments between eligible Accounts which occur on an infrequent or irregular basis, or which vary in amount. To have a transfer processed on the same Business Day, we must receive your instructions before the established funds transfer cut-off time displayed in Online Banking and/or as otherwise set forth in this Agreement. You must have sufficient Available Funds (either in the Account or via an overdraft line of credit) on the day and at the time you request a same-day one-time transfer. Same-day one-time transfers may not be cancelled for any reason once the transaction has been approved by us.

(ii) You may also request that a transfer be made on a future date that you may designate which is in advance of the Scheduled Initiation Date. The "Scheduled Initiation Date" will be the effective date you enter, or the next Business Day should the effective date fall on a weekend or holiday. If you request a transfer for a future date, we process the transaction at the opening of business on that day only if it is a Business Day; otherwise, the transaction will be processed on the following Business Day. If we receive your instruction after the end of a Business Day, we will process the transaction on our next Business Day.

(iii) If you designate an Internal Transfer for a future date, you must have sufficient Available Funds by midnight of the night before the Scheduled Initiation Date; however, funds will be deducted from your designated Account on the Scheduled Initiation Date. Scheduled future Internal Transfers may be cancelled up to the established funds transfer cut-off time displayed in Online Banking in advance of the Scheduled Initiation Date.

Recurring Transfers. If you designate an Internal Transfer as a recurring transfer, you may request, and we will use, a Scheduled Initiation Date that re-occurs on a specified regular basis (e.g., weekly, semi-monthly, monthly, etc). You will designate a "start date" and may also designate an "end" date. You must have sufficient Available Funds by midnight of the night before the Scheduled Initiation Date; however, funds will be deducted from your designated Account on the Scheduled Initiation Date. Recurring transfers may be cancelled up to the established funds transfer cut-off time displayed in Online Banking in advance of the Scheduled Initiation Date.

Limits on Internal Transfers. In addition to the Available Funds requirements and other limits described above and in this Agreement generally, please see the applicable Deposit Account Agreement for a more detailed description of limits on Internal Transfers.

**B. Internal Transfers Set-Up**

Account Designation. You will designate Accounts between which you may transfer funds electronically through Online Banking. All of these Accounts must be in your name (as owner or co-owner) and be eligible for Internal Transfers. Eligible Accounts for Internal Transfers include checking, money market, savings and loan Accounts.

Funds Availability. Although you receive immediate provisional credit upon completion of an Online Banking session for same-day one-time transfers made during the session, you must make Internal Transfers by the established funds transfer cut-off time displayed in Online Banking for those funds to be posted on an Account on the same Business Day and to be available for non-Online Banking Service transactions. Internal Transfers designated as same-day one-time transfers made after the established funds transfer cut-off time displayed in Online Banking on a Business Day or on a weekend or holiday will be available for the payment of non-Online Banking Service transactions on the following Business Day.

**C. Cancelling or Modifying Internal Transfers**

In order to cancel or change a scheduled transaction that is a future-dated or a recurring Internal Transfer, you may use Online Banking or the Mobile Banking Service and follow the instructions provided to you, all in accordance with the Service's deadlines for cancellation or modification as described therein.

**D. Internal Transfers and Available Funds**

You agree to have Available Funds on deposit in the Account you have designated in amounts sufficient to pay for all Internal Transfers requested, as well as any other payment obligations you have to us. If Internal Transfers process against any uncollected deposit, uncollected balance or otherwise insufficient Available Funds in your Account, YOUR ACCOUNT MAY BE ASSESSED AND CHARGED THE APPROPRIATE OVERDRAFT, UNCOLLECTED OR RETURNED ITEM INSUFFICIENT CHARGE. See our current Fee Schedule for the current amounts of these charges. We reserve the right, without liability, to reject or reverse an Internal Transfer, as applicable, if you fail to comply with this requirement or any other terms of this Agreement.

If you do not have sufficient Available Funds in your designated Account and we have not exercised our right to reverse or reject an Internal Transfer, as applicable, you agree to pay for such payment obligations on demand. You further agree that we may, at our option, charge any of your Accounts with us to cover such payment obligations.

## **EXTERNAL TRANSFERS**

### **A. Registration and Access**

You must be enrolled in Online Banking and separately APPROVED in order to transfer funds between your Accounts with us and accounts at other financial institutions ("External Transfers"). External Transfers are outbound and inbound transfers that move funds to or from one of your eligible Accounts with us to or from a registered account at another financial institution. You will need to register each non-Bank account that you wish to use for External Transfers.

You agree that (i) you will only register eligible non-Bank accounts (i.e., accounts at financial institutions other than Inwood National Bank) on which you are an individual or joint owner, or for which you otherwise have the authority to transfer funds, and (ii) you will only use External Transfers for transferring funds between your **consumer** Accounts with us and registered **consumer** accounts at other financial institutions.

### **B. Scheduling External Transfers**

External Transfers can be scheduled (or initiated) on either a one-time basis or a recurring basis. One-time transfers may be scheduled to be sent immediately or scheduled to be sent on a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. One-time future-dated or future recurring transfers scheduled for a weekend or a non-Business Day will be processed on the next Business Day. All other one-time future-dated and recurring transfers will be processed at the end of the Business Day requested. The cut-off time and delivery date of External Transfers is set forth in Online Banking and/or in this Agreement.

### **C. When Transfers are Debited to Your Account(s)**

Transfers Initiated Before Cut-Off Time: Funds involving an External Transfer from your Account with us will be debited the same Business Day that you initiate the transfer.

Transfers Initiated After Cut-Off Time: Funds involving an External Transfer from your Account with Bank will be debited the Business Day after you initiate the transfer.

### **D. Cancelling Scheduled Transfers**

Future-dated External Transfers (either one-time or recurring) can be cancelled prior to the cut-off time set forth in Online Banking on the Business Day prior to the date the transfer is scheduled to be made. However, if the transfer's status is approved, you can no longer cancel it. NOTE: Immediate transfers cannot be cancelled via the Service once the transfer has been processed.

### **E. Transfer Fees**

You may be charged an External Transfer fee in accordance with our Fee Schedule.

### **F. Limitations on Transfers**

In addition to the limits described in the applicable Deposit Account Agreement, External Transfers are subject to a total dollar limit of \$ 2,500 for all Accounts each Business Day, or as otherwise established by us from time to time. We may change the dollar limits at any time, without prior notice (other than any notice required by Applicable Law).

Any transfer initiated on a day that is not a Business Day will count toward the applicable limit for the next Business Day. A transfer remains "Authorized" until fully processed. Transfers initiated after the cut-off time typically remain In Process until the close of the 2<sup>nd</sup> Business Day after the transfer is initiated, and, for External Transfers initiated before the cut-off time, until the close of the next Business Day after the transfer is initiated.

## **G. Disqualifying Events**

You agree that we may reduce the dollar limits on transfers as described in subsection (F) above, or terminate your eligibility to make future transfers (including cancelling scheduled future transfers), in each case without prior notice (other than any notice required by Applicable Law), upon occurrence of a Disqualifying Event. Each of the following is a "Disqualifying Event":

- (i) Any of your Accounts with us are not current or are not in good standing.
- (ii) You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Account with us during the current or three (3) prior calendar months.
- (iii) You have had any prior External Transfer involving accounts at other financial institutions cancelled, revoked, or not completed due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.
- (iv) You attempt to use External Transfers to transfer funds between your eligible *consumer* Accounts with certain *non-consumer* accounts at other financial institutions, or to transfer funds between your eligible *business* Accounts with certain *non-business* accounts at other financial institutions.
- (v) We suspect fraud or unauthorized use has or may occur with respect to your Account(s) with us or with respect to any External Transfer(s).

## **H. External Transfers and Available Funds**

You agree to have Available Funds on deposit in the Account you have designated in amounts sufficient to pay for all External Transfers requested, as well as any other payment obligations you have to us. If External Transfers process against any uncollected deposit, uncollected balance or otherwise insufficient Available Funds in your Account, YOUR ACCOUNT MAY BE ASSESSED AND CHARGED THE APPROPRIATE OVERDRAFT, UNCOLLECTED OR RETURNED ITEM INSUFFICIENT CHARGES. See our current Fee Schedule for the current amounts of these charges.

## **BILL PAYMENT SERVICE**

You may use our Bill Payment Service to direct us and/or our Service Provider to make payments from the Funding Account to the Payees that you choose in accordance with this Agreement.

### **A. Service Guarantee**

The Service Provider will bear responsibility for any late-payment-related charges up to \$ 50 should a Payment post after the Scheduled Payment Due Date or Deliver By Date, provided that the Payment was scheduled and the Payee information was maintained in accordance with the terms and conditions described within this section. Notwithstanding the foregoing, the Service Provider shall not be responsible for any such charges if the Service Provider does not have responsibility or liability for a Payment transaction, late payments or late payment related charges under the other provisions of this section, including those payments described under the Exception Payments subsection below.

### **B. Transaction Responsibilities**

The Service Provider shall use commercially reasonable efforts to process the Scheduled Payments in accordance with your instructions. Except where Applicable Law requires or provides otherwise, neither we nor the Service Provider shall be liable for any Payment transaction if: (i) you do not have enough money in the Funding Account to complete the transaction; (ii) a legal order prohibits withdrawals from your Account; (iii) the Funding Account is closed, has been frozen, or is otherwise not authorized to debit the corresponding Payment Amount; (iv) the transaction would cause your Account balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commit fraud or violate any law or regulation in connection with the Bill Payment Service; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide complete and correct Funding Account, Payment or Payee information; (viii) you did not properly follow the instructions or terms and conditions for use of the Bill Payment Service; (ix) you knew and/or had been advised that the Bill Payment Service was not operating properly at the time you scheduled the Payment; (x) there is a postal delay; or (xi) circumstances beyond the Service Provider's control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

### **C. Your Responsibilities**

You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. Neither we nor the Service Provider is responsible for a Payment that is not made if you did not properly follow the instructions for making a Payment. Neither we nor the Service Provider is liable for any failure to make a Payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a Payment. Neither we nor the Service Provider is responsible for your acts or omissions or those of any other person, including any Payee or transmission or communications facility, and no such party shall be deemed to be our and/or the Service Provider's agent. In no event will we and/or the Service Provider be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with the Bill Payment Service, even if we and/or the Service Provider have knowledge of the possibility of them. Neither we nor the Service Provider is liable for any act, failure to act or delay in acting with respect to the Bill Payment Service if it is caused, in whole or in part, by any cause beyond our and/or the Service Provider's reasonable control.

### **D. Setting Up and Maintaining Payees**

To begin using the Bill Payment Service, you will first need to establish at least one Payee in your Payee List. You may add, modify or delete Payees as necessary. It is your responsibility to manage your Payee List and maintain accurate Payee information, such as but not limited to the address to which the Payee specifies Payments are to be delivered, your account number with the Payee, the name on your account with the Payee, etc, except where the Bill Payment Service expressly indicates that it shall manage such Payee information, such as a Merchant's remittance address. Payees must reside or exist within the United States of America or its territories or commonwealths. The Service Provider and/or we reserve the right to refuse or remove a Payee for any reason.

### **E. Setting Up Payments**

To schedule Payments, you must choose a Payee from your Payee List. You may schedule One-Time Payments and Recurring Payments to any of your Payees. It is your responsibility to cancel, skip, reschedule or revise a Scheduled Payment in accordance with the Payee's instructions to you, or as needed to ensure sufficient Available Funds in the corresponding Funding Account, or under circumstances where the Payee may return the Payment to the Service Provider due to any reason outside the Service Provider's or our control. The Service Provider and/or we reserve the right to refuse or cancel a Payment for any reason.

The earliest possible Payment Date / Withdraw On Date and Due Date / Deliver By Date for each Payee will be determined and presented by the Bill Payment Service when you schedule a Payment. The Bill Payment Service will not permit a Payment Date / Withdraw On Date or Due Date / Deliver By Date earlier than the earliest possible dates presented. The Bill Payment Service determines this earliest possible Payment Date / Withdraw On Date and Due Date / Deliver By Date based on the number of Business Days required to deliver a Payment to the Payee, which is primarily affected by whether or not the Payee has agreed to accept remittance of Payments electronically (typically one (1) or two (2) Business Days) or requires Payments be delivered by check (typically four (4) or five (5) Business Days). A Payee's location or policies for posting and crediting payments may require additional Business Days. Payments scheduled after the Bill Payment Service's "Cut-Off Time," as set forth in the Bill Payment Service site and/or in this Agreement, shall be processed no earlier than the following Business Day. The Service Provider and/or we may change the Cut-Off Time without prior notice.

You should carefully consider factors such as the Payee's payment due date, whether the Payee's payment due date falls on a non-Business Day, etc, when scheduling a Payment to avoid late payments and late fees. You must allow the necessary number of Business Days prior to the Payee's payment due date for each Payment, including each Payment of a Recurring Payment series. Some businesses take longer to post payments than others. You should consider allowing additional time for the initial Payment to a Payee through the Bill Payment Service in order to gauge the appropriate Payment Date / Withdraw On Date or Due Date / Deliver By Date in each case, and determine whether to allow an additional one (1) or two (2) additional Business Days to avoid incurring any late fee charged by the Merchant. It is your responsibility to schedule Payments appropriately and in accordance with the Payee's requirements. Neither the Service Provider nor we shall be responsible for late payments, nor to reimburse you for late fees, for any Payment delivered in accordance with your instructions, or as a result of a Payee's payment processing policies, or any other circumstance outside the Service Provider's control.

Payments to Payees, businesses or individuals outside the United States of America or its territories or commonwealths using the Bill Payment Service are prohibited. You must have a United States address in order to utilize the Bill Payment Service

### **F. Limitations on Payments by Consumers Only**

In addition to the limits described in the applicable Deposit Account Agreement, Payments by Consumers that are associated with the Bill Payment Service are subject to a per transaction or per Payment dollar limit for all Payments each Business Day, or as otherwise established

by us from time to time. We may change the dollar limits at any time, without prior notice (other than any notice required by Applicable Law).

#### **G. Editing or Cancelling Payments**

Any Payment can be modified or cancelled, provided you access the Bill Payment Service prior to the Cut-Off Time on the Business Day that a Payment is going to be processed. Once a Payment is in-process, it cannot be cancelled through the Bill Payment Service. Instead, you must contact Customer Service to request a stop payment. A Recurring Payment may be edited or cancelled after processing for the then current Payment instance is complete.

#### **H. Stop Payment**

You may request to stop a Payment after a Payment has been processed by contacting us as set forth in the **YOUR COMMUNICATIONS WITH INWOOD NATIONAL BANK** section of this Part I of the Agreement. The Bill Payment Service's ability to stop a Payment successfully depends on how the funds were remitted to the Payee and the elapsed time since the Payment was processed. The Service Provider and we will make commercially reasonable efforts to stop a Payment per your request but shall have no liability if unsuccessful. You may be charged a stop payment fee for each request.

#### **I. Exception Payments**

Tax Payments and court-ordered Payments through the Bill Payment Service are discouraged and must be scheduled at your own risk. In no event shall we or the Service Provider be liable for any claims or damages resulting from your scheduling these types of Payments. The Service Provider shall have no obligation to research or resolve any claim resulting from any such Payment. All research and resolution for any misapplied, mis-posted or misdirected Payments will be your sole responsibility.

#### **J. Bill Payment Process**

The Bill Payment Service will process Payments in accordance with the Payment instructions you provide. The Bill Payment Service will only process Payments on Business Days. The Bill Payment Service will debit your Funding Account or issue a draft against the Funding Account, and deliver those funds to the designated Payee on your behalf such that the funds arrive as close to the scheduled Due Date / Deliver By Date as is reasonably practicable.

Numerous business and technical requirements determine if a Payee can accept Payments electronically, but in all cases, Payments can be remitted by check. The Service Provider shall have sole discretion to determine the appropriate remittance method. In order to process Payments efficiently and effectively, or otherwise comply with a Payee's remittance requirements, the Bill Payment Service reserves the right to change or update Payee data, or alter the method of Payment remittance. Neither the Service Provider nor we shall be responsible for late Payments, nor to reimburse you for late fees, due to: (i) U.S. postal delivery issues; (ii) electronic remittance network issues; (iii) your Payee's payment processing procedures; (iv) instances where the financial risk associated with the Payment requires check remittance instead of electronic remittance or additional Business Days to ensure sufficient funds in the Funding Account are available; or (v) other circumstances beyond Service Provider's or our control.

#### **K. Authorization**

When you schedule a Payment, you expressly authorize the Service Provider and/or us to withdraw from your Funding Account the Payment Amount and to remit those funds to the designated Payee on your behalf, and additionally to debit your Funding Account for any applicable Bill Payment Service related fees. You further authorize us to credit your Funding Account for any Payment returned from or undeliverable to the Payee. In addition, you certify that the Funding Account is an Account from which you are authorized to make payments and incur debits.

You agree to have sufficient Available Funds on deposit in the designated Funding Account to process each Payment as requested by you, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this section. If you do not have sufficient Available Funds in the Funding Account and we have not exercised our right to reverse or reject a Payment, you agree to pay for such Payment obligations on demand. You further agree that we may, at our option, charge any of your Accounts to cover such Payment obligations. If you fail to pay such Payment obligations, you agree to pay our costs of collection, including reasonable attorney's fees, except as limited by Applicable Law. If Payments process against any uncollected deposit, uncollected balance or otherwise insufficient Available Funds in the designated Funding Account,

YOUR ACCOUNT MAY BE ASSESSED AND CHARGED THE APPROPRIATE OVERDRAFT, UNCOLLECTED OR RETURNED ITEM INSUFFICIENT CHARGE. See our current Fee Schedule for the current amounts of these charges.

In addition, if you do not have sufficient Available Funds in the Funding Account and the Service Provider nevertheless pays a Payment as requested by you, in addition to any other payment obligations you have to us, you agree to pay such Payment obligations to the Service Provider on demand, except as limited by Applicable Law.

The Service Provider and/or we reserve the right to suspend or discontinue the Bill Payment Service at any time while an overdraft exists in your Funding Account or if fraud or other misuse of the Bill Payment Service is suspected.

You authorize the Service Provider and us to contact your Payees to request appropriate adjustments consistent with your Payment instructions and/or as pertaining to the **SERVICE GUARANTEE** and **YOUR RESPONSIBILITIES** sections above, and/or to stop payment on any payment issued against your Funding Account in connection with the Bill Payment Service in the unlikely event that the Bill Payment Service remits funds incorrectly to any of your Payees, and/or to withdraw funds from your Funding Account in such event if you otherwise receive the benefit of the amount of such incorrectly remitted funds.

#### **L. Returned Payments**

In using the Bill Payment Service, you understand that Payments may be returned by or to the Service Provider for various reasons including: the account or account number at the Payee is not valid, the Payee address is not valid, the Payee returns or rejects the remittance item, the account at the Payee has been paid in full or has been turned over to another company or individual. The Bill Payment Service shall use commercially reasonable efforts to research and correct the returned payment or void the payment and credit your Payment Account. You may receive notification of such occurrences from the Bill Payment Service.

#### **M. Termination by You**

You may terminate the Bill Payment Service by written notice to us. Additionally, after six (6) months of non-use (no bill payments), we will consider that you have terminated the service. Neither we nor the Service Provider is responsible for terminating any scheduled One-Time Payment nor Recurring Payment processed prior to a reasonable opportunity to act on your termination notice. Once your Bill Payment Service is terminated, all of your scheduled One-Time Payments and Recurring Payments shall be terminated as well. You remain obligated for all Payments made by the Bill Payment Service on your behalf under this section.

#### **N. Fees**

You agree to pay applicable fees related to the Bill Payment Service in accordance with any fee disclosed at the time of the related transaction or, if not specifically disclosed, in accordance with our Fee Schedule. In addition, we will assess charges in accordance with the Fee Schedule if you request one or more of the services listed here. There will be no charge for any item if needed to correct a Bill Payment Service error. Services for which such additional charges may be imposed include:

- Check Copy Mailed or Faxed to Customer or Bank (Research)
- Check Copy Mailed to Merchant (Research)
- Stop Payment
- Gift check service
- Overnight Carrier Delivery Charge (Expedited Payment) per item (See Fee Disclosed within Bill Payment Service)
- Rush Delivery fees
- Research Fee for items over six (6) months old (Research)

We and/or the Service Provider reserve the right to charge you for research time involving Payments no longer available in your Payment history screen. You will be informed of any such charges before they are incurred. See current Other Bank Services Fee chart for current charge.

#### **O. Account Security**



You are solely responsible for controlling the safekeeping of and access to your Login ID, password or other means to access the Account and the Bill Payment Service, as well as Online Banking. You agree not to give out or make available your Login ID, password, access code, authenticating image or other access tools as applicable and as necessary to access your Account to any unauthorized individuals. You are responsible for all Payment transactions authorized by you or by anyone to whom you provide access to your Bill Payment Service and Account. You are liable for all Payment transactions you make or that you authorize another person to make even if that person exceeds his or her authority.

**P. Electronic Mail (Email)**

Normal Email is unsecure and should not be used to transmit, convey or include nonpublic personal and financial information. All contact to us where it is necessary to transmit, convey or include nonpublic personal and financial information must use either our Secure Email available on our website or the one available inside our Online Banking System. Neither the Service Provider nor we shall be liable for any errors, omissions, claims, or problems of any kind involving your email. You should not rely on email if you need to communicate with us and/or Service Provider immediately (for example, if you need to report an unauthorized transaction from one of your Accounts). We and/or Service Provider will take action in response to an email request sent by you upon actual receipt of your message and once we and/or Service Provider have had a reasonable opportunity to act.

**Q. Disclosure of Information**

It is our policy to treat your Bill Pay Service information as confidential. However, the Service Provider and/or we may disclose certain information about you, your Accounts and/or Payments to third parties where permitted by Applicable Law and in situations such as: when necessary to complete a Payment transaction per your instructions; when necessary to activate additional services per your request; in order to determine credit worthiness; in order to comply with government agency or court orders, financial services regulations or law; or if you give us or the Service Provider written permission.

Information submitted to the Service Provider or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by us or prohibited by law.

**R. Account and Contact Information**

It is your sole responsibility to maintain accurate and complete contact information and Funding Account information in your user profile. This includes, but is not limited to, name, address, phone numbers and email addresses, and verifying account numbers. Changes can be made within the Bill Payment Service. Changes you make are typically effective immediately. Neither the Service Provider nor we shall be responsible for any payment processing errors or fees incurred if you do not provide accurate Funding Account or contact information.

**S. Person-to-Person Transfers**

Person-to-Person ("P2P") Transfers is a service that allows Consumer customers to send funds from your Deposit Account with us to the deposit account of another recipient (the "P2P Transfer Recipient"). P2P Transfer Recipients must be a Consumer and must also be enrolled in the Service to be eligible to receive a PSP Transfer. P2P Transfers may only be made to a deposit account held in the name of the P2P Transfer Recipient for personal, family or household purposes.

When a P2P Transfer is made, the funds are immediately withdrawn and transferred from your Deposit Account and deposited to a deposit account titled in the name of the P2P Transfer Recipient. You agree that when you initiate a request to make a P2P Transfer, you are authorizing us to make the P2P Transfer to the P2P Transfer Recipient and in the amount that you specify in your request. Once you have provided your authorization for the P2P Transfer, you may not be able to cancel it. If you are able to cancel the P2P Transfer, you understand that any credit back to your Deposit Account will not be immediate and may take up to ten (10) Business Days.

When you initiate a P2P Transfer, the P2P Transfer Recipient is not required to accept it. You agree that you will not hold us liable for any damages resulting from a P2P Transfer Recipient's decision not to accept a payment made through the P2P Transfers service. We will return any unclaimed, refunded or denied payment to your Deposit Account within thirty (30) calendar days of the date you initiate the P2P Transfer.

Limits may apply to your P2P Transfer. Please contact a customer service person at 214-351-7330. In no way may it exceed your available balance in your Deposit Account.

## **FINANCIAL MANAGEMENT (FM) SOFTWARE**

You may supplement and/or enhance your use of the Service by use of a one-way connection ("Direct Connect") from the Service to certain FM software (e.g., Intuit's QuickBooks and related/similar products), which allows you to automatically download Online Transactions and match them with existing transactions from your financial management software. Access to Account information through FM software must be done using an active User ID, password and any other access devices or other secure method as may be required. If you choose to use FM software, you must purchase this software from the software manufacturer, or a retailer of your choice. Your use of the FM software is governed by the software license agreement(s) included with each software application. You must agree to the terms and conditions of the software license agreement(s) during the installation of the FM software on your Computer. You are responsible for the correct set-up and installation of the FM software, as well as maintenance, updates and upgrades to the FM software and/or your Computer. We make no warranties nor accept any liability for such software. We are not responsible for any problems related to the FM software itself, your Computer or your ability to connect using the FM software as described in this Agreement. You are responsible for all Online Transactions that you authorize using FM software. If you permit others to access the Service using FM software, you are responsible for all Online Transactions they initiate. You must establish your own internal security procedures for persons that you may authorize to use the Service via FM software and to prevent unauthorized use by other persons. You should verify all Account data obtained and Online Transactions executed on your Accounts using FM software. Our records of Online Transactions, instructions and communications regarding your Accounts and use of the Service supersedes any records stored or created on your Computer equipment through the use of FM software. You are responsible for any and all obligations to any software vendor arising from your use of that vendor's FM software. FM software may not be used when accessing the Service through a Mobile Device.

## **ELECTRONIC STATEMENTS ("eStatements") SERVICE**

This section describes the terms and conditions applicable to our eStatements Service. If you enroll, this Service will allow you to view your current Account statements for your Deposit Accounts on a secure website.

### **A. Consent and Authorization for Electronic Transmission of Account Statements**

You understand that pursuant to your Account Agreement(s) with us, you may be entitled to receive periodic Account statements in connection with your Accounts, such as checking Deposit Account statements ("Account Statements"). We may deliver these Account Statements to you by paper or electronically, in accordance with Applicable Law. If you opt to receive Account Statements electronically, then we may elect to discontinue sending you paper Account Statements. You may change your options for how you wish to receive Account Statements in Online Banking. Any changes you make may not take effect until after the end of the current Account Statement cycle, and notwithstanding your election to receive electronic Account Statements, we may continue to send you paper Account Statements.

### **B. Authorization**

As a condition of using eStatements, you represent to us and further agree that if the Account used to access eStatements is a joint Account, you are an owner or holder of the joint Account and your election to use eStatements for the Account has been authorized by each of the joint accountholders. All joint accountholders on the Account are legally bound by these terms and conditions.

### **C. Termination of eStatements**

Your election to receive subsequent Account Statements electronically is voluntary and may be terminated at any time. Subject to our confirmation of your request, such termination shall become effective no later than fifteen (15) calendar days after receipt by us. Upon termination, you will no longer have access to your Account Statements online and you will receive all Account Statements in paper form via postal mail service, subject to any fee as set forth in the Fee Schedule.

### **D. Valid Email Address Required**

You must maintain a valid, active email address to use eStatements. You must promptly notify us of any change in your email or postal address by contacting us through "Secure Messaging" within Online Banking or at any of our branch locations. We are not liable for any third party-incurred fees, other legal liability, or any other issues or liabilities arising from eStatements or notifications sent to an invalid or inactive email address or postal address that you provided.

### **E. Paper Statements**

You may also request a paper copy of any periodic regular Account Statement. A fee may be charged for any such paper copies in accordance with the Fee Schedule.

## F. eStatement Changes

As further set forth in this Agreement, you acknowledge and agree that we reserve the right to change the terms and conditions of this section as it pertains to eStatements at any time. We will notify you in accordance with this Agreement. Accessing your eStatements after you receive any notice of change will constitute your acceptance and agreement to each such change. We reserve the right to discontinue the eStatements Service at any time.

## MOBILE BANKING SERVICE

### A. Enrolling in the Mobile Banking Service

After you have enrolled in Online Banking, you can enroll in our Mobile Banking Service to access financial services and products and the functions now, or in the future, made available by us, using a Mobile Device. Not all Accounts are available through the Mobile Banking Service, and not all features of the Mobile Banking Service may be available. To use the Mobile Banking Service, you must: (a) have a Mobile Device, which may be a mobile phone, tablet or other equipment with the mobile carrier, operating system, data plan, software and hardware supported by us now or in the future, and (b) register while logged in to your subscription to Online Banking. Although the Mobile Banking Service is phone device agnostic, the enrollment process may require you to provide information about the Mobile Device that you will generally use for the Mobile Banking Service, as well as the telephone number for your Mobile Device, the telecommunications carrier that provides service to your Mobile Device, and your email address. Our participating carriers include (but are not limited to) AT&T, Sprint, T-Mobile®, U.S. Cellular®, and Verizon Wireless. Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. Once you register your Mobile Device and your enrollment is otherwise complete, you can start using the Mobile Banking Service. If you use a handheld mobile device other than your Mobile Device to access the Mobile Banking Service, all SMS text messages originating from the Mobile Banking Service will be sent to the Mobile Device you entered when registering for the Mobile Banking Service. ***It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device (including its telephone number, the telecommunications carrier, and your email address), and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated.*** We reserve the right to refuse or cancel your registration for the Mobile Banking Service if we cannot verify information about you and/or your Mobile Device. A list of the supported Mobile Devices' specifications can be found by contacting the Customer Service Department at (214) 351-7330 or at [www.inwoodbank.com](http://www.inwoodbank.com).

### B. Mobile Banking Service Formats

As further described below, the Mobile Banking Service permits you to use a Mobile Device to perform certain transactions associated with your eligible Accounts with us (hereinafter, each a "Mobile Banking Account"). The Mobile Banking Service may be provided in one or more formats or mechanisms, including without limitation, SMS messages (further described below and hereinafter referred to as "Text Banking"), as well as via the mobile web or the downloadable application (further described below and hereinafter referred to as "Mobile Banking"). Not all methods will be available on all Mobile Devices. If you use the Mobile Banking Service in the form of SMS messages or Text Banking, you are solely responsible for the content of and the mis-delivery of any SMS text messages. You agree to provide accurate source indication (i.e. the Mobile Device's mobile phone number for SMS messages) of any SMS messages sent by you. **YOU ACKNOWLEDGE THAT THESE MESSAGES MAY INCLUDE INFORMATION THAT IS CONSIDERED CONFIDENTIAL UNDER FEDERAL AND STATE LAW, AND SOMEONE WHO HAS ACCESS TO YOUR SMS HISTORY OR EMAIL ACCOUNT MAY BE ABLE TO VIEW THE CONTENT.**

**Text Banking.** This feature of the Mobile Banking Service may be used to request information about your Mobile Banking Accounts. With this feature, you may send us a text/SMS message to request the information you need, and you will receive a text/SMS message reply with the balance and transaction information you have requested. With Text Banking, you text certain commands or codes to us to obtain the information you are requesting – e.g., text "BAL" to get balances on all of your Mobile Banking Accounts in reply. (Other commands or codes that may be used with this feature may be found at [www.inwoodbank.com](http://www.inwoodbank.com)). With this feature, no personal information is exchanged (such as your full account number, PIN or email address). You must be an Online Banking user to utilize Text Banking.

**Mobile Banking.** The "mobile web" component of this feature of the Mobile Banking Service may be used to access your Mobile Banking Accounts via our Mobile Banking Service website from any web-enabled Mobile Device. The "mobile application" component allows you to download the Mobile Banking Service's application associated with your Mobile Device.

We may send you by SMS only those communications directly relating to the Mobile Banking Service, including without limitation welcome messages, information, alerts, surveys and other requests for information, to the extent permitted by and in accordance with Applicable Law and to the extent consistent with our Privacy Policy. We will not send you advertisements or promotions by SMS. We or our affiliates may send you by email and/or by other methods communications relating to the Mobile Banking Service including without limitation advertisements and/or promotions to the extent permitted by and in accordance with Applicable Law and to the extent consistent with our

### C. Mobile Banking Service Transactions

You may use the Mobile Banking Service to initiate the following types of transactions to or from your Mobile Banking Accounts through your Mobile Device (each, a “Mobile Banking Transaction”):

- (a) View Limited Transaction History: To view balances and recent transactions, as well as search for recent transactions (e.g., by date, amount and check number) for your Mobile Banking Accounts.
- (b) Make One-Time Same-Day or Future-Dated Internal Transfers Between Your Mobile Banking Accounts: To make immediate or future-dated, *one-time* Internal Transfers of funds between your Mobile Banking Accounts, as further described in and in accordance with the **INTERNAL TRANSFERS** section of this Agreement. For security reasons, we may limit the frequency and dollar amount of Internal Transfers made via the Mobile Banking Service, as further described in the **INTERNAL TRANSFERS** section of this Agreement. You may not make recurring Internal Transfers via the Mobile Banking Service.
- (c) Make One-Time Same-Day or Future-Dated External Transfers Involving Your Mobile Banking Accounts: To make immediate or future-dated, *one-time* External Transfers of funds involving your Mobile Banking Accounts, as further described in and in accordance with the **EXTERNAL TRANSFERS** section of this Agreement. For security reasons, we may limit the frequency and dollar amount of Internal Transfers made via the Mobile Banking Service, as further described in the **EXTERNAL TRANSFERS** section of this Agreement. You may not make recurring External Transfers via the Mobile Banking Service.
- (d) Cancel One-Time Future-Dated Internal Transfers or External Transfers: To cancel future-dated, one-time Internal Transfers or External Transfers involving your Mobile Banking Accounts, as further described in and in accordance with the **INTERNAL TRANSFERS** section and the **EXTERNAL TRANSFERS** section of this Agreement, respectively.
- (e) Initiate Bill Payment Transactions: If you are enrolled in our Bill Payment Service, you may use the Mobile Banking Service to pay a bill from the Account that you have designated as your Funding Account under the terms of our Bill Payment Service as further described in and in accordance with the **BILL PAYMENT SERVICE** section of this Agreement. Each Payment that you initiate through your Mobile Device will be considered a “Mobile Bill Payment Transaction.” You may also use the Mobile Banking Service to view, edit and delete pending Mobile Bill Payment Transactions and Payments initiated through Online Banking. You must maintain your Funding Account in good standing with us in order to perform Mobile Bill Payment Transactions. If your Funding Account is closed for any reason, we will suspend or terminate your right to engage in Mobile Bill Payment Transactions. For security reasons, we may limit the frequency and dollar amount of Mobile Bill Payment Transactions from your Funding Account. You may not initiate a Mobile Bill Payment Transaction to any new Payees that are not currently on your Payee list as established pursuant to our **BILL PAYMENT SERVICE** terms and conditions. You may not establish (or delete or edit any pending) recurring Payments through the Mobile Banking Service.
- (f) Receive and/or View Account and Security Alerts: Receive certain Account and security alerts via SMS text message, and/or view such alerts via Mobile Banking, as further described in the **ALERTS** section of this Agreement.
- (g) Send Secure Messages to Us: Send secure messages to us regarding Online Banking or the Mobile Banking Service.
- (h) Other Features: To find our ATMs and branch locations, and to “Get Help” for other questions and inquiries associated with Online Banking or the Mobile Banking Service.

The confirmation text message, which will be sent for Mobile Banking Transactions submitted through the Mobile Banking Service, will be sent to the registered Mobile Device.

### D. Limitations on Mobile Banking Transactions

- (a) Regulatory Limits: Because regulations require us to limit certain types of transfers from your savings and money market Accounts, the limitations set forth in the **LIMITS ON AMOUNTS AND FREQUENCY OF ONLINE BANKING AND MOBILE BANKING TRANSACTIONS** section of this Agreement apply to the Mobile Banking Service.
- (i) Dollar and Frequency Limitations on Transfers and Transactions. In addition to regulatory limits, we reserve the right to limit the frequency and dollar amount of Internal Transfers, External Transfers and/or Mobile Bill Payment Transactions initiated via your Mobile Device for security reasons. Those limits are the same as and will be combined with those that apply to transactions initiated via Online Banking, as further described in and in accordance with the **INTERNAL TRANSFERS** section, **EXTERNAL TRANSFERS** section and **BILL PAYMENT SERVICE** section of this Agreement, respectively.

- (b) You may make multiple transfers per day, subject to the limits set forth above and in the **INTERNAL TRANSFERS** section, **EXTERNAL TRANSFERS** section and **BILL PAYMENT SERVICE** section of this Agreement, respectively.
- (c) Mobile Device Limitations. The Mobile Banking Service and some Mobile Banking Transactions may not be available on all types of Mobile Devices. You also understand and agree that the Mobile Banking Service may not be accessible or may have limited utility over some mobile networks, such as while roaming.

#### **E. Standard Messaging Service Charges**

Any fees and charges that may apply to the Mobile Banking Service will be set forth in our Fee Schedule and are separate and apart from any other charges that may be assessed by the provider of your mobile communication services ("Carrier") for text messages sent to or from us. ***You understand that the standard data and text messaging rates charged by the Carrier providing service for your Mobile Device apply when you use your Mobile Device to enroll in and use the Mobile Banking Service.***

#### **F. Documentation**

Mobile Banking Transactions will appear on your monthly Account statement; however, if there are no transactions or activity in a particular month, no statement will be issued. At a minimum, you will receive a statement quarterly.

#### **G. Your Responsibilities**

You represent and agree to the following by enrolling in or using the Mobile Banking Service:

(a) Account Ownership/Accurate Information. You represent that you are the legal owner of the Accounts and other financial information which may be accessed via the Mobile Banking Service. You represent and agree that all information you provide to us in connection with the Mobile Banking Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Mobile Banking Service. You agree not to misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate.

(b) User Security. You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using the Mobile Banking Service. You agree not to leave your Mobile Device unattended while logged into the Mobile Banking Service and to log off immediately at the completion of each access by you. You agree not to provide your Login ID, password or other access information to any unauthorized person. If you permit other persons to use your Mobile Device, login information, or other means to access the Mobile Banking Service, you are responsible for any transactions they authorize. We will not be liable for any damages resulting from your failure to follow the above precautions. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that any content or use of the Mobile Banking Service is available for use in locations outside of the United States. Accessing the Mobile Banking Service from locations outside of the United States is at your own risk.

(c) User Conduct. You agree not to use the Mobile Banking Service or the content or information delivered through the Mobile Banking Service in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in any software associated with the Mobile Banking Service; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Mobile Banking Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Mobile Banking Service; (i) interfere with or disrupt the use of the Mobile Banking Service by any other user; or (j) use the Mobile Banking Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

(d) Summary of Terms. By entering your phone number, you acknowledge that you agree to the terms of service and are subscribed until you send **STOP** to Inwood National Bank Text Banking, provided by Q2ebanking. Q2ebanking Text Banking works with most carriers but is not compatible with all handsets. Receive banking account alerts. Receive 1 message per query. **Message & Data rates may apply**. You confirm that you hold the Account corresponding to the mobile phone number you have entered, or that you have the account holder's permission to use this service. For help, send **HELP** to 226563. To cancel, text **STOP** to 226563 at anytime. For support, visit [inwoodbank.com](http://inwoodbank.com) or call 214-351-7330.

#### **OPTIONAL ACCOUNT ALERTS**

The Service provides optional, voluntary Account and security alerts associated with certain modules of Online Banking and the Mobile Banking Service that must be activated by you. Account alerts allow you to choose alert messages that are Account-based or date-based. We may add new alerts from time to time, or cancel old alerts. Each alert has different options available, and you may select from among these options upon activation of your alerts service. Voluntary alerts are subject to the following:

- (j) Electronic alerts will be sent to the phone number(s), email address(es) or Mobile Device(s) identified by you via Online Banking or on enrollment and/or set-up form(s). If your phone number(s), email address(es) or Mobile Device(s) changes, you are responsible for updating that information via Online Banking, and such change(s) will apply to all of your alerts.
- (ii) You understand and agree that your alerts may be delayed or prevented by a variety of factors. We will use commercially reasonable efforts to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we 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 in reliance of an alert. You agree that we are not responsible for any costs or fees incurred as a result of alerts directed by you.

Alerts are not encrypted. We will never include your Login ID or password or full Account number(s). However, alerts may include your name and some information about your Accounts, depending upon your selection of specified alerts.

### **MOBILE REMOTE DEPOSIT CAPTURE SERVICE (Projected Availability 2015)**

#### **A. Service**

The Mobile Remote Deposit Capture Service ("Mobile Deposit") is designed to allow you to make deposits of paper checks ("Original Checks") to your checking, savings or money market savings Accounts with Bank ("Mobile Deposit Accounts") from home or other remote locations by using your eligible camera-enabled Mobile Device to capture images of the Original Checks and transmitting the digital images and associated deposit information ("Images") to us or our third party processor ("Processor") with your Mobile Device.

#### **B. Eligibility**

You must be enrolled in the Bank's Mobile Banking Service to access Mobile Deposit.

#### **C. Enrollment**

In order to use Mobile Deposit, you must: (a) have one or more eligible Deposit Accounts with us, (b) have an eligible Mobile Device, and (c) enroll in the Mobile Banking Service first. Only certain camera-enabled Mobile Devices may be used with Mobile Deposit, as specified by us from time to time. The enrollment process may require you to provide information about the Mobile Device that you will use for Mobile Deposit, as well as the telephone number for your Mobile Device, the telecommunications carrier that provides service to your Mobile Device, and your email address. Enrollment requires identification of your banking relationship with us as well as verification of your Mobile Device. If you use a handheld mobile device other than your Mobile Device to access Mobile Deposit, any short message service ("SMS") text messages originating from Mobile Deposit will be sent to the Mobile Device you entered and verified when registering for Mobile Deposit. ***It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device (including its telephone number, the telecommunications carrier, and your email address), and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated.*** We reserve the right to refuse or cancel your registration for Mobile Deposit if we cannot verify information about you and/or your Mobile Device.

#### **D. Charges for Mobile Deposit**

While we currently do not charge for Mobile Deposit, you agree to pay for any future charges we may assess for Mobile Deposit in accordance with our current Fee Schedule, as amended from time to time, or you may elect to terminate Mobile Deposit. We will advise you of any fee changes prior to implementing them to the extent and as required by applicable law. You authorize us to automatically charge your primary checking Account for all such fees incurred in connection with Mobile Deposit. In the future, we may add to or enhance the features of Mobile Deposit. By using such added or enhanced features, you agree to pay for them in accordance with our Fee Schedule.

#### **E. Deposit Limits**

We may establish daily and/or monthly limits on the dollar amount and/or number of items or deposits from time to time. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

#### **F. Eligible Items**

You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC (“Reg CC”). You agree that the Image of the check that is transmitted to the Bank (each such check and other item is referred to in this section as a “Check” and, if more than one, “Checks”) shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code of the State of Texas. You also acknowledge and agree that Mobile Deposits that you make using this service are not “Electronic Fund Transfers” as that term is defined in Bureau of Consumer Financial Protection Regulation E.

You further agree that you will not use Mobile Deposit to deposit any Checks or other items (considered ineligible or “Prohibited Checks”) that:

- are payable to any person or entity other than yourself or otherwise to the owner of the account that the item is being deposited into,
- are drawn, or otherwise issued, by you on any of your Mobile Deposit Accounts maintained at another financial institution,
- are prohibited by Bank's then current procedures pertaining to Mobile Deposit or are in violation of any law, rule or regulation,
- you know or suspect, or should know or suspect, are altered, fraudulent or otherwise not authorized by the owner of the Mobile Deposit Account on which the Checks are drawn,
- have not been previously endorsed by a bank and are either “substitute checks” (as defined in Reg CC or other applicable federal law or regulation) or “image replacement documents” that purport to be substitute checks, without Bank’s prior written consent,
- are drawn on financial institutions that are located outside of the United States or Territories of the United States,
- are payable jointly, unless deposited into a deposit Account in the name of all payees,
- are remotely created checks, as defined in Reg. CC, or are remotely created payment orders,
- are not payable in United States currency,
- are dated more than six (6) months prior to the date of deposit,
- have any endorsement on the back other than that specified in this section,
- have previously been submitted through Mobile Deposit or through a remote deposit capture service offered at any other financial institution,
- are drawn or otherwise issued by the U.S. Treasury Department, and
- are not acceptable to Bank for deposit into a deposit Account as provided in the Account Agreement.

If you deposit a Prohibited Check, you agree to indemnify and reimburse the Bank for, and hold the Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys’ fees) that the Bank may incur associated with any warrant, indemnity or other claim related thereto. Furthermore, if, after first having obtained the Bank’s written consent to do so, you provide the Bank with an electronic representation of a substitute Check for deposit into a Mobile Deposit Account instead of an Original Check, you agree to indemnify and reimburse the Bank for, and hold the Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys’ fees) the Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

#### **G. Requirements**

You understand you must, and hereby agree, at your sole cost and expense, to use a Mobile Device that meets all technical requirements for the proper delivery of Mobile Deposit and that fulfills your obligation to obtain and maintain secure access to the Internet. You

understand and agree you may also incur, and shall pay, any and all expenses related to the use of Mobile Deposit, including, but not limited to, telephone service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of Mobile Deposit. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with Mobile Deposit and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements. The Bank is not responsible for, and you hereby release the Bank from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. The Bank is not responsible for, and you hereby release the Bank from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your Mobile Device and/or any associated hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. The Bank hereby advises you, and you hereby agree to scan its Mobile Device and/or any associated hardware or software on a regular basis using a reliable virus detection product in order to detect and remove viruses.

Each Image must provide all information on the front and back of the Original Check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the Original Check, MICR information, signature(s), any required identification written on the front of the Original Check and any endorsements applied to the back of the Original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the Check within 1 ½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and your Account number and "FOR MOBILE DEPOSIT," or as otherwise specified by us from time to time. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A Check payable to two payees must be endorsed by both payees. If the Check is payable to you or your joint owner, either of you can endorse it. If the Check is made payable to you and your joint owner, both of you must endorse the Check and it must be deposited into a Mobile Deposit Account owned by both of you.

#### **H. Receipt of Deposit.**

All Images processed for deposit through Mobile Deposit will be treated as "deposits" under the Account Agreement and this Agreement. When we receive an Image, we will attempt to confirm receipt via a confirmation email to you if you have elected this option and provided us with your email address when you make the deposit. We shall not be deemed to have received the Image for deposit until we have confirmed receipt. Confirmation does not mean that the Image contains no errors. Notwithstanding the fact that we have accepted a Mobile Deposit for processing, any credit made to your Mobile Deposit Account shall be provisional, and you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against us.

We shall have no liability to you for the rejection of a Mobile Deposit or the Images or other information contained therein or for our failure to notify you of such rejection. We are not responsible for any Image that we do not receive.

Following receipt, we may process the Image by preparing a "substitute check" or clearing the item as an Image.

We reserve the right, at our sole and absolute discretion, to reject any Image for remote deposit into your Mobile Deposit Account. We will notify you of rejected Images by phone, email or other means.

#### **I. Retention of Original Checks.**

After you receive confirmation that we have received an Image, you must securely store the Original Check for 3 days after transmission to us and make the Original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within two (2) Business Days, at your expense, the requested Original Check in your possession. If not provided in a timely manner, such amount will be reversed from your Mobile Deposit Account. Promptly after such period expires, you must destroy the Original Check *by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an Original Check, the Image will be the sole evidence of the Original Check.*

***You agree that you will never deposit the Original Check or present the Original Check to us or anyone else for payment. You understand that you are responsible if Inwood National Bank is asked to make a payment based on an Original Check that has already been paid.***

#### **J. Returned Deposits**



Any credit to your Mobile Deposit Account for Checks deposited using Mobile Deposit is Provisional. As used herein, "Provisional" means that the credit is made to your Mobile Deposit Account subject to final payment of the Checks and subject to the terms of the Account Agreement. If Original Checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the Image, you agree that an Original Check will not be returned to you, but that we may charge back the amount of the Original Check and provide you with an Image of the Original Check, a paper reproduction of the Original Check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an Original Check if it has been charged back to you.

We may debit any of your Accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

**K. Your Warranties**

You make the following warranties and representations with respect to each Image:

- Each Image is a true and accurate rendition of the front and back of the Original Check, without any alteration, and the drawer of the Check has no defense against payment of the Check.
- The amount, payee(s), signature(s), and endorsement(s) on the Image and on the Original Check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the Original Check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Original Check or a paper or electronic representation of the Original Check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate Images of the Original Check.
- The Original Check was authorized by the drawer in the amount stated on the Original Check and to the payee(s) stated on the Original Check.
- You are authorized to enforce and obtain payment of the Original Check.
- You have possession of the Original Check and no party will submit the Original Check for payment.

With respect to each Image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and Images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**L. Compliance with Law**

You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You agree to comply with all existing and future operating procedures used by the Bank for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting Checks and items, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and any clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. In the event of conflict between the terms of this section and the Rules, the Rules will control.

**M. Mobile Deposit Unavailability**

Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit Original Checks at our branches or through our ATMs or by mailing the Original Check to: Inwood National Bank, P.O. Box 851234, Richardson, TX 75085-1234. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature you sustain as the result of your inability to use the Mobile Deposit.

**N. Funds Availability**

The cut-off time applicable to Mobile Deposit is Monday through Friday at 4:00 p.m. Eastern Time (ET). Mobile Deposits confirmed as received before 4:00 p.m. ET on Monday through Friday will be considered deposited on that day. Mobile Deposits confirmed as received after 4:00 p.m. ET and deposits confirmed received on a Saturday, Sunday or holiday at any time will be considered deposited on the next Business Day as defined in the Account Agreement. Funds from Mobile Deposits will generally be available to you in accordance with our standard funds availability policy. Bank may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as the Bank, in its sole discretion, deems relevant.

**O. Mobile Deposit Security**

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your Mobile Device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. By using Mobile Deposit, you accept the risk that an item deposited through Mobile Deposit will be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such transmission errors. You will notify us immediately by telephone at our 214-351-7330, between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday, if you learn of any loss or theft of Original Checks. You will ensure the safety and integrity of Original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this section.

**P. Your Responsibility**

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the Image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible Image to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Images to us.

You agree to notify us of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable Account statement is sent or otherwise made available. Unless you notify us within 60 days, such statement regarding all deposits made through Mobile Deposit shall be deemed correct, and you are precluded from bringing a claim against Bank for such alleged error.

**Q. Your Indemnification Obligation**

You understand and agree that you are required to indemnify us and hold us harmless, including our affiliates, officers, employees and agents against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising from your use of Mobile Deposit and/or breach of this section. You understand and agree that this paragraph shall survive the termination of this Agreement.

You also understand and agree that you are required to indemnify our technology partners or Processor, and hold harmless our Processor from and against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees and expenses, arising from such claims, to the extent such claim is related to the Bank or your use of Mobile Deposit, our Processor's applications, unless such claim directly results from an action or omission made by our Processor in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

**R. Cooperation with Investigation**

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmissions.

**S. Ownership and License**

You agree that the Bank and/or its service provider(s) retain all ownership and proprietary rights in Mobile Deposit, associated content, technology and website(s). Your use of Mobile Deposit is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, your breach of this section or the Agreement immediately terminates your right to use Mobile Deposit. Without limiting the restriction of the foregoing, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Mobile Deposit, copy or reproduce all or any part of the technology or Mobile Deposit; or interfere, or attempt to interfere, with the technology or Mobile Deposit. We and our technology partners

or Processor retain all rights, title and interests in and to Mobile Deposit, software and developments made available to you.

#### **T. DISCLAIMER OF WARRANTIES**

**YOU AGREE THAT YOUR USE OF MOBILE DEPOSIT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF MOBILE DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT MOBILE DEPOSIT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN MOBILE DEPOSIT OR TECHNOLOGY WILL BE CORRECTED.**

#### **U. Suspension and Termination**

In addition to any other provision in this Agreement or the Account Agreement on the subject, the Bank may, in its sole discretion and without prior notice to you unless otherwise required by Applicable Law, elect to suspend or terminate your use of Mobile Deposit (i) if you or we close the Account(s) established in connection with Mobile Deposit, (ii) if we reasonably suspect that you have engaged in fraud or other abuse with regard to Mobile Deposit, (iii) in the event of a material breach in the performance or observance of any term, or breach of any representation or warranty, by you, (iv) if we believe immediate action is required for the security of your or the Bank's funds, or (v) if we reasonably believe that the continued provision of Mobile Deposit would violate federal, state or local laws or regulations, or would subject Bank to unacceptable risk of loss. Notwithstanding any termination, this section and the Agreement shall remain in full force and effect with respect to all transactions initiated prior to such termination.

#### **STOP PAYMENT**

You may use Online Banking to initiate an electronic stop payment request for any *check* written on your Accounts, including those issued via the Bill Payment Service. You agree to provide all required information relating to stop payment requests. If you fail to provide us with complete information or if the information you provide is incorrect, you agree that we shall not be responsible for any failure to stop payment on such item. You understand that if the stop payment request comes too late for us to have a reasonable time to act on it prior to paying, settling for, posting or becoming accountable for the check described in the request, then your stop payment request shall be of no effect. You agree not to make a claim against us if the check is paid through inadvertence, accident, oversight or if we are required to pay such check by a holder in due course or if by reason of such payment, other items drawn on your Account(s) are returned insufficient. You agree to indemnify and hold us harmless from and against any and all losses, damages and expenses, including court costs and attorney's fees, incurred by us due to our refusal of payment of any check or other item in accordance with your instructions.

#### **PROCESSING CUT-OFF TIMES**

Except as otherwise provided in this Agreement, any Internal Transfers submitted by you after 6:00 p.m. (Central Time) are considered part of the next Business Day. External Transfers sent by you after 1:00 p.m. (Central Time) are considered part of the next Business Day. Bill Payment requests submitted after 3:00 p.m. (Central Time) are considered part of the next Business Day. We reserve the right to change these cut-off times. You will receive notice if they change in accordance with Applicable Law.

#### **YOUR LOGIN ID, PASSWORD AND OTHER SECURITY PROCEDURES**

You will be required to use a Login ID assigned to or selected by you, as well as a password selected by you, each time you log-in to use Online Banking. You agree that we may rely on your Login ID, password and other security procedures, as further described below and as we may modify in our sole and exclusive discretion from time to time, to identify and authenticate you when you use the Service (hereinafter, collectively the "Security Procedures"). You agree to protect the Security Procedures to prevent unauthorized use.

The following Security Procedures apply to access by all customers, except as otherwise expressly provided, to Inwood National Bank's Online Banking Service, including the Mobile Banking Service feature of Online Banking. The Bank may issue new Security Procedures and/or cancel or change any Security Procedures from time to time.

Except as may otherwise be noted, the following Security Procedures are **required** for all Online Banking Service customers:

**Login ID:** This is the electronic identification (in letters, numerals and special characters) associated with each user of the Online Banking Service that will be used for log-in.

**Password:** Each user of the Online Banking Service will also be required to have a unique password known only to the user. Passwords are case-sensitive and must meet certain requirements including but not limited to minimum and maximum length and types of characters, as further described in the Online Banking system. Each user is required to change his or her individual password from time to time for security purposes and on a frequency established by the Bank. Login IDs and individual passwords may not be shared with any other person or entity.

**Enhanced Log-in Security:** In addition to the above individual Login IDs and passwords, access to the Online Banking Service includes, as part of the security procedures, a multi-factor authentication security procedure at log-in for each user. Enhanced log-in security incorporates an additional multi-part credential for each user of Online Banking of identity authentication that may include, but is not limited to, additional log-in security features such as security cookies, flash objects, and one-time pass-codes. The enhanced log-in security will require each user of Online Banking to establish and utilize, in addition to individual Login IDs and passwords, his/her own individual authentication by selecting a preferred out-of-band delivery channel for one-time pass-codes that may be required from time to time at log-in. These log-in pass-codes may be delivered to users via email or such other method as Bank may offer from time to time, including but not limited to delivery to a designated phone or Mobile Device, as applicable, either by voicemail or SMS text.

**Mobile Authorization Code:** This is a four-digit numeric code (like an ATM PIN) that is set-up by you during enrollment in the Mobile Banking Service to be used for certain Online Banking Service activities and transactions initiated using a Mobile Device, including but not limited to Bill Payment Service transactions.

**Minimum System Requirements:** Online Banking is designed to operate using the latest operating system and browser combinations. It is important for you to keep your Computer's operating system and browser version current to ensure maximum security and user experience. The operating systems and browsers listed at [www.inwoodbank.com](http://www.inwoodbank.com) are the minimum requirements necessary to ensure a positive experience while using Online Banking. Those requirements are in addition to the Computer requirements described in this Agreement, and the recommendations available at the Online Banking Service website and associated web pages, including but not limited to the following:

- update the Computer operating system
- keep the browser current
- install anti-virus software and anti-spyware software
- change passwords on a regular basis
- do not click links inside spam email, especially emails claiming to offer anti-spyware software

**Additional Strongly Recommended Security Procedures:** From time to time and as applicable, the Bank may make available additional Security Procedures for use with Online Banking. The Bank strongly recommends the use of these additional Security Procedures to help deter and protect against unauthorized transactions associated with the Services, including the following:

- **Alerts:** As further described in this Agreement, the Bank provides optional Account and security alerts associated with certain modules of Online Banking and the Mobile Banking Service that you may elect to use. Alerts may be set up to notify you of key Online Banking transactions or when other important activity has occurred. Additional details about Online Banking alerts are available at the Online Banking Service website and associated web pages.
- **Security Center:** The Bank provides important information, recommendations and best practices for Internet banking security at its Security Center - located at [www.inwoodbank.com](http://www.inwoodbank.com). As an important additional security procedure, it is recommended that all customers regularly review and implement the various actions described at the Security Center to help protect their financial and other sensitive information and mitigate fraud.

We will execute authenticated transfers or transactions that are in conformity with all Security Procedures and other requirements set forth in this Agreement. We may require additional authentication of any transfer or transaction request. We reserve the right to reject a transfer or transaction request that cannot be properly authenticated.

Except as is more fully discussed in this Agreement, you understand and agree that you are responsible for all transfers and payments made through the Service using the Security Procedures. You also acknowledge and agree that if you permit another party(ies) to use the Security Procedures to access the Service, or otherwise authorize them to use the Service, you are responsible for any and all Online Transactions that party(ies) makes from your Account, even if it exceeds your authorization. Subject to the terms of this Agreement, we

may follow and comply with any transfer instructions entered into the Service using the Security Procedures.

You acknowledge and understand the importance of your role in preventing misuse of your Accounts through Online Banking. You agree that it is your sole responsibility to protect the confidentiality of your Account and Account number, the Security Procedures, and your personal identification information, such as your driver's license number and social security or tax identification number. You should not use a public computer to access Online Banking. You agree that if you access the Service from a computer other than your own (such as a public computer terminal at a library or Internet café), you will not leave the computer unattended while using the Service. You also agree that, in such situations, you will always end your session using the Service by clicking on the LOG OFF button located at the top right hand corner of the screen. We will not be liable to you for any losses that may result from your failure to follow these security provisions.

You understand that personal identification information, by itself or together with information related to your Account, may allow unauthorized entry and access to your Account. 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 Online Banking transmissions can be appropriately identified by each other.

We will never email you to request your Login ID and password or your personal Account information over the Internet. If you suspect that an unsolicited email of this nature is fraudulent, please contact us.

## **FEES AND CHARGES**

You agree to pay the fees and charges for your use of the Service as set forth in the Fee Schedule as it may be amended from time to time with notice to you as required by Applicable Law. You agree that all such fees and charges will be deducted from the checking Account you designate as the "Primary Checking Account." If you close your Primary Checking Account, you must contact us immediately to designate another Account as your Primary Checking Account. You agree to pay any and all additional charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Online Banking.

## **YOUR COMMUNICATIONS WITH INWOOD NATIONAL BANK**

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- Email:* You can contact us by secure email at inwoodbank.com. (Please note that banking transactions through Online Banking are not made via email.)
- Telephone:* 214-351-7330
- Postal Mail:* You can write us at: PO Box 851234, Richardson, TX 75085-1234
- In Person:* You may visit us in person at any one of our branch locations.

## **PART II**

### **ADDITIONAL DISCLOSURES REGARDING ELECTRONIC FUNDS TRANSFERS**

#### **ACCOUNT STATEMENTS**

We report your Online Transactions on the periodic statements for your Account(s). You agree to review your periodic statement promptly after you receive it or it is made available to you through Online Banking in accordance with this Agreement and the terms of your Deposit Account Agreement. You also agree to tell us promptly about any change in your address, so that we may send your periodic statement(s) to your correct address. Certain Deposit Accounts, including but not limited to savings Accounts, money market deposit Accounts, CDs and IRAs, will receive a quarterly statement if there is no EFT activity.

A copy of any documentation provided to you that indicates that an EFT was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

#### **UNAUTHORIZED ONLINE TRANSACTIONS FROM YOUR DEPOSIT ACCOUNT(S)**

Tell us AT ONCE if you believe your Login ID or password has been stolen or compromised or if someone has transferred or may transfer money from your Account without your permission. The best way to minimize your loss is to call us IMMEDIATELY. You can lose no more than \$50 if your Login ID or password is stolen or compromised and they are used without your permission.

To notify us, please contact us using the information provided in the section entitled **YOUR COMMUNICATIONS WITH INWOOD NATIONAL BANK**.

When you give someone your Login ID or password, you are authorizing that person to use your Service, and you are responsible for all Online Transactions the person performs using your Service. All transactions that person performs, even transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized, so long as we have had a reasonable opportunity to act on your notice. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, you should sign-off after every Online Banking session and close your browser to ensure confidentiality.

#### **DISCLOSURE OF DEPOSIT ACCOUNT INFORMATION TO THIRD PARTIES**

We will disclose information to third parties about your Deposit Account and/or the Online Transactions you make:

- a. Where it is necessary for the completion of an Online Transaction or to resolve errors;
- b. For verification of the existence and condition of your Deposit Account for a third party, such as a credit bureau or merchant;
- c. In order to comply with a government agency or court order or lawful subpoena;
- d. If you give us your written permission, which will expire after forty-five (45) days;
- e. To our employees, auditors, attorneys and collection agencies in the course of their regular duties; or
- f. In accordance with our privacy policy.

#### **RIGHT TO GET DOCUMENTATION OF EFTS**

You will get a monthly statement covering the EFT transactions that you conduct on your Deposit Account (unless there are no EFTs in a particular month, in any case you will get a statement at least quarterly). You agree to review your monthly statement promptly after you receive it in accordance with this Agreement and your Deposit Account Agreement. You also agree to tell us promptly about any change in your address, so that we may send your monthly statements to your correct address. Certain Deposit Accounts, including but not limited to savings accounts, money market deposit accounts, CDs and IRAs, will receive a quarterly statement if there is no EFT activity.

If you have arranged to have direct deposits made to your Deposit Account at least once every sixty (60) days from the same person or company, you can call us at the phone number listed in the section entitled **YOUR COMMUNICATIONS WITH INWOOD NATIONAL BANK** to find out whether the deposit has been made.

A copy of any documentation provided to you that indicates that an EFT transaction was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

#### **STOP PAYMENT OF PREAUTHORIZED EFTS**

If you have told us in advance to make regular, preauthorized EFTs from your Deposit Account(s), you can stop any of these payments. Here's how: call or write to us at the phone number and/or address provided in the section entitled **YOUR COMMUNICATIONS WITH INWOOD NATIONAL BANK**.

In order to stop payment on preauthorized EFTs, we must be notified at least three (3) Business Days prior to the regularly scheduled EFT date. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We may charge you a fee (as provided in our Fee Schedule) for each stop payment order that you give.

#### **NOTICE OF VARYING AMOUNTS OF PREAUTHORIZED EFT**

If your preauthorized EFTs may vary in amount, the person (or organization) you are going to pay will tell you at least ten (10) days before each payment, when it will be made, and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

#### **LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED EFTS FROM YOUR DEPOSIT ACCOUNTS**

If you order us to stop one of these payments from your Deposit Account(s) three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages, subject to the limitations set forth in your Deposit Account Agreements and elsewhere in this Agreement.

#### **OUR LIABILITY IF WE FAIL TO MAKE CERTAIN EFTS FROM YOUR DEPOSIT ACCOUNTS**

If we do not complete an EFT to or from your Deposit Account on time or in the correct amount according to our agreement with you, we will be liable only for your losses or damages. However, there are some exceptions to our liability to you. We will NOT be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your Deposit Account(s) to make the transfer.
- b. If the transfer would go over the credit limit on any overdraft line of credit associated with your Deposit Account.
- c. If the Service was not working properly and you knew about the breakdown when you started the Online Transaction.
- d. If circumstances beyond our control prevent us from making a transfer or payment, despite reasonable precautions that we have taken (such circumstances include Internet or wireless telecommunication outages or interruptions, postal strikes, delays caused by payees, fires, and floods).
- e. If you do not give proper, complete or correct transfer instructions, or you do not follow the procedures in this or any other Account Agreements with us for requesting such services.
- f. If your User ID and/or password has been reported lost or stolen, or we have canceled your User ID and/or password, or the Service.
- g. If we have reason to believe that you or someone else is using the Service for fraudulent or illegal purposes.
- h. If the funds in your Deposit Account are subject to legal process or other encumbrances restricting their transfer.

There may be other exceptions and limitations stated in this Agreement and in our Deposit Account Agreements with you.

#### **IN CASE OF ERRORS OR QUESTIONS ABOUT ONLINE TRANSACTIONS FROM YOUR DEPOSIT ACCOUNTS**

Telephone us at and/or write us at the phone number and address listed in the section entitled **YOUR COMMUNICATIONS WITH INWOOD NATIONAL BANK** as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- a. Tell us your name and Deposit Account number (if any).
- b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.
- d. For a Bill Payment Service issue – tell us the checking Account number used to pay the bill, Payee name, date the payment was scheduled, payment amount, reference number and Payee account number for the payment in question.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Deposit Account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Deposit Account.

For errors involving new Deposit Accounts or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Deposit Accounts, we may take up to twenty (20) Business Days to credit your Deposit Account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### **ELECTRONIC FUND TRANSFERS (EFTs) GENERALLY**

Your use of Online Banking, including the Bill Payment Service and Mobile Banking Service, is subject to the Electronic Fund Transfer Act. In addition to the foregoing, please see the Electronic Fund Transfers Disclosure section of your Deposit Account Agreement or otherwise received when you opened your Deposit Account(s), which also discloses important information concerning your rights and obligations for EFTs.

### **LIMITED LIABILITY**

Except as otherwise expressly provided in this Agreement or required under Applicable Law, unless we acted in bad faith, we are not liable to you for delays, errors, or Losses that occur with respect to your use of the Service because of our performance (or failure to perform) under this Agreement. In addition to that limitation, we are also not liable to you for mistakes or delays with respect to your use of the Service that are caused by circumstances beyond our control, such as acts of civil, military or banking authorities, national emergencies, insurrection, war, riots, acts of terrorism, failure of transportation, communication or power supply, or malfunction of or unavoidable difficulties with our equipment. **IN NO EVENT WILL YOU OR ANY PERSON ACTING ON YOUR BEHALF BE ABLE TO RECOVER FROM US ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.**

### **INDEMNITY**

You agree to indemnify and hold us, our shareholders, directors, officers, employees, and agents (and our affiliates and subsidiaries and the shareholders, directors, officers, employees and agents of our affiliates and subsidiaries) harmless from and against any and all Losses claimed by or otherwise involving third parties and arising from or in connection with the Service provided under this Agreement, except for Losses due to our own gross negligence or willful misconduct. Additionally, you further agree to hold us, and our shareholders, directors, officers, employees, and agents (and our affiliates and subsidiaries and the shareholders, directors, officers, employees and agents of our affiliates and subsidiaries) harmless from Losses claimed by or otherwise involving third parties arising out of actions taken or omitted in good faith by us in reliance upon instructions from you, an authorized signer/convenience signer or fiduciary, or any person acting on your behalf. We are not responsible for any actions or omissions by any third party that is not a Third Party as described in Part III of this Agreement or is not otherwise under our direct control.

## **PART III**

### **GENERAL PROVISIONS FOR CONSUMERS**

This portion of the Agreement applies to Consumers and describes the general terms and conditions applicable to all use of Online Banking.

### **COMPLIANCE**

You and we agree to comply with (i) the Account Agreements, and (ii) all Applicable Laws, regulations, rules and orders, including without limitation all applicable National Automated Clearing House Association ("NACHA") rules, regulations, and policies, the Uniform Commercial Code ("UCC"), the U.S. Department of the Treasury's Office of Foreign Asset Control ("OFAC") requirements, and all applicable laws, regulations and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN").

### **CUSTOMER IDENTIFICATION PROGRAM**

You agree to provide to us, before we begin providing any part of the Service to you, any and all information required to comply with Applicable Law and our policies and procedures relating to customer identification

### **TRANSACTION LIMITS**

You will, upon request by us from time to time, provide us with such financial information and statements and such other documentation as we reasonably determine to be necessary or appropriate showing your financial condition, as applicable, to enable us to evaluate our exposure or risk and establish any transaction limits that may apply for your use of the Service. Any limits established by us hereunder shall be made in our sole discretion and shall be communicated promptly to you.

In the event that providing the Service to you results in unacceptable credit exposure or other risk to us or will cause us to violate any law, regulation, rule or order to which we are subject, we may, in our sole and exclusive discretion, without prior notice or as otherwise required



by Applicable Law, further limit your transaction volume or dollar amount and refuse to execute transactions that exceed any such limit, or we may terminate any or all of the Service then being provided to you.

### **OVERDRAFTS; SET-OFF**

We may, but shall not be obligated to, complete any transaction in connection with providing the Service if there are insufficient Available Funds in your Account(s) to complete the transaction. The honoring of one or more of your overdrafts, however, does not obligate us to honor any future overdrafts. If you have an "Overdraft Protection" feature with your Deposit Account, any check or debit that overdraws such Deposit Account will be honored up to your available credit limit. In the event any actions by you result in an overdraft in any of your Accounts, including but not limited to your failure to maintain sufficient balances in any of your Accounts, you shall be responsible for repaying the overdraft and any fee associated therewith immediately and without notice or demand, except as otherwise required by Applicable Law. Except to the extent prohibited or limited by Applicable Law, we have the right, in addition to all other rights and remedies available to us, to set-off the unpaid balance of any amount owed us in connection with the Service against any debt owing to you by us, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by us, whether collected or in the process of collection, or in any other Account maintained by you at or evidenced by any certificate of deposit issued by us. If any of your Accounts become overdrawn, under-funded or for any reason contain a negative balance, then we shall have the right of set-off against all of your Accounts and other property or deposit Accounts maintained with us, and we shall have the right to enforce our interests in collateral held by us to secure your debts to us arising from notes or other indebtedness now or hereafter owing or existing under this Agreement, whether or not matured or liquidated, except to the extent prohibited or limited by Applicable Law.

### **COMPUTER REQUIREMENTS**

To use the Service, you will need to provide, at your own expense, a computer or other Internet access device, software and necessary telephone lines, Internet or other connections and equipment as needed to access the Service (collectively referred to here as the "Computer"). You are responsible for the installation, maintenance and operation of the Computer. Your Internet or other web browser software must support a minimum 128-bit SSL encryption or other security measures as we may specify from time to time. We are not responsible for any errors or failures caused by any malfunction of the Computer, and we are not responsible for any virus or related problems that may be associated with the use of the Service, the Computer or other Internet access, including but not limited to any virus, trojan horse, worm, keystroke logger, rootkit, spyware, dishonest adware, crimeware and other malicious and unwanted software or related problems that may be associated with access to or use of the Service or the Computer. We recommend that you routinely scan the Computer using reliable virus protection products, and to remove any viruses found using such products. You are responsible for all Internet service provider, telephone and other similar charges incurred in connecting to the Service. From time to time, we may require that you upgrade or install software to the Computer to ensure the proper operation of the Service. You agree to promptly load any such upgrades or additional installations upon our notice to you.

### **OUR THIRD PARTIES**

You acknowledge that certain third parties, agents or independent service providers (hereinafter "Third Parties") may, from time to time, provide services ("Third Party Services") to us in connection with our provision of the Service to you and that, accordingly, our ability to provide the Service hereunder may be contingent upon the continuing availability of certain services from such Third Parties. Third Party Services may involve the processing and/or transmission of your data, instructions (oral or written) and funds. You agree that we may disclose your financial information to such Third Parties (i) where it is necessary to provide the Service requested; (ii) in order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information; (iii) when you give your written permission; or (iv) where otherwise required or permitted by Applicable Law.

We will be responsible for the acts and omissions of our Third Parties in the same manner as if we had performed that portion of the Service ourselves, and no claim may be brought by you against such Third Parties. Notwithstanding the foregoing, any claims against us (with respect to the acts or omissions of our Third Parties) or our Third Parties shall be subject to the limitations of liability set forth in this Agreement to the same extent as if we had performed that portion of the Service ourselves. We will not be deemed to be the agent of or responsible for the acts or omissions of any person (other than our Third Parties), however, and no such person shall be deemed our agent.

### **YOUR RIGHT TO TERMINATE**

You may cancel or terminate your use of Online Banking at any time by providing us with written notice by email, postal mail or fax. Your access to Online Banking will be suspended within three (3) Business Days of our receipt of your instructions to cancel the Service. You will remain responsible for all outstanding fees and charges incurred through the date of cancellation. This cancellation applies only to your access to the Service and does not terminate your Account(s).

If you choose to cancel your access to the Service, any unprocessed transfers will be cancelled. We recommend that you cancel any

scheduled transfers prior to notifying us that you are discontinuing the Service. We normally will cancel any scheduled transfers within two (2) Business Days from the date we receive your request to cancel your access to the Service. However, we are not responsible for transfers made pursuant to instructions received from you before your cancellation request was received.

If you close your Account(s), or if you no longer have any Account(s) linked to the Service, your access to the Service will automatically be discontinued, and we reserve the right to cancel any unprocessed transfers at the time of such discontinuation of the Service.

#### **OUR RIGHT TO TERMINATE**

We reserve the right to terminate or suspend your use of Online Banking or any feature of the Service for any reason, at any time. We will provide you with notice of such termination to the extent required by Applicable Law.

#### **CHANGE IN TERMS**

We may change the terms governing your use of Online Banking, including the terms of this Agreement or the fees and charges associated with the Service and/or any policy or procedure affecting your use of the Service, at any time. We will provide you with notice of such changes when and as required by Applicable Law. All changes will be effective upon the date provided in the notice. However, if the change is in your favor (such as the termination or reduction of a fee), we may provide you notice of the change after it is effective. 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, or as otherwise required by Applicable Law. Your continued use of any or all of the subject Online Banking service(s) indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reserve charges or fees in individual situations. You acknowledge and agree that the applicable Deposit Account Agreement and any associated disclosures govern changes to fees applicable to specific Accounts, including changes to those fees set forth in the Fee Schedule.

#### **ELECTRONIC MAIL**

Because normal Internet email transmissions may not be secure, you agree to log into the Service and contact us electronically only through any secure messaging service that we may make available to you for any inquiries or requests that you may have regarding your Accounts. We cannot otherwise act on instructions sent by you from an external email address except through the secure messaging service that we make available to you through the Service.

We will not immediately receive email that you send. Therefore, you should not rely on email if you need to communicate with us immediately (for example, to report a lost or stolen ATM or debit card and/or password, to report an unauthorized transaction from one of your Deposit Accounts, or to report an error on your statement). We will not take actions based on your email requests until we actually receive your message and have a reasonable opportunity to act.

#### **HYPERLINKS TO OTHER SITES**

We or our Third Parties may elect to display one or more hyperlinks on the Service's website from time to time. A hyperlink is any highlighted words or phrases in a document that allow you to click through to another section of the same document or to another document on the Internet. A hyperlink may allow you to click through to a third party website over which we have no control. We specifically disclaim any responsibility for the content, products and services provided at linked third party websites. We are not liable for any failure of the products or services advertised on third party websites. You should be aware that third party websites may have privacy policies that differ from our privacy policy; it is your responsibility to review privacy policies at the linked third party websites to determine whether those policies are acceptable to you. The linked third party websites may provide less security than our website.

#### **NO WARRANTIES**

EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THE SERVICE IS PROVIDED "AS IS." WE AND OUR SERVICE PROVIDERS AND AGENTS DO NOT MAKE AND EXPRESSLY DISCLAIM ANY WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF US AND OUR SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

#### **ADDITIONAL LIMITS ON LIABILITY**

Except to the extent required or provided in this Agreement or by Applicable Law, or as otherwise expressly provided in this Agreement, we shall not be liable for any Losses caused by any act or omission of any third party; for any charges imposed by any third party; or for any Losses caused by any failure of the hardware or software utilized by a third party to provide the Service to you.

We shall not be liable or responsible for damages incurred as a result of data supplied by you that is inaccurate, incomplete, not current or lost in transmission. It is understood that we assume no liability or responsibility for the inaccuracy, incompleteness or incorrectness of data as a result of such data having been supplied by you through data transmission.

We are not liable for failing to act sooner than required by this Agreement or Applicable Law. We also have no liability for failing to take action if we had discretion not to act.

We shall not be responsible for your acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any entry, funds transfer order or other instruction received from you) or the acts or omissions of any other person, including, without limitation, any Automated Clearing House processor, any Federal Reserve Bank, any financial institution or bank, any transmission or communication facility, any receiver or receiving depository financial institution, including, without limitation, the return of an entry or rejection of a funds transfer order by such receiver or receiving depository financial institutions, and no such person shall be deemed our agent. We shall be excused from failing to transmit or delay in transmitting an entry or funds transfer order if such transmittal would result in our having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In no event shall we be liable for any damages resulting from our action or inaction which is consistent with regulations issued by the Board of Governors of the Federal Reserve System, operating circulars issued by a Federal Reserve Bank or general banking customs and usage. To the extent required by applicable laws, we will compensate you for loss of interest on funds as a direct result of our failure to comply with such laws in executing electronic transfers of funds, if such failure was within our control.

#### **VIRUS PROTECTION**

Neither we nor our Third Parties are responsible for any electronic virus that you may encounter using Online Banking, including but not limited to the Bill Payment Service and eStatements. You are encouraged to routinely scan your Computer and files using reliable virus protection products to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

#### **YOUR INSTRUCTIONS**

In our sole discretion, we may follow your instructions concerning your use of the Service, whether such instructions are provided by you in writing, electronically, orally (including our recording of your oral instructions) or by other means, and we may do so without any liability to you. We reserve the right to refuse to follow any instructions that you give us that we believe may expose us to potential liability. We will not have any liability to you if we do not follow your instructions in these situations. If, however, we decide to follow your instructions in these situations, we reserve the right to ask you for certain protections such as a surety bond or an indemnity agreement in a form that is satisfactory to us.

#### **DISCLOSURE OF INFORMATION**

We respect your right of privacy. Information about your Account or any transactions between you and us will not be disclosed to third parties except in accordance with this Agreement, Applicable Law and our Privacy Policy.

#### **NOTICES**

Any notice that you give to us is effective only once it is actually received. If you have been instructed to use a specific address for a certain type of notice, it must be received by us at that address to be effective.

You authorize us to, and you agree that we may, except to the extent prohibited or limited by Applicable Law, send any notice or communication that we are required or permitted to give to you under this Agreement, including but not limited to notice of any change to the Service or this Agreement, to your mailing address or your email address as it appears on our records or electronically by posting the notice on the Service's website, on an Account statement or via facsimile and that any such notice or communication will be effective and deemed delivered when provided to you in such a manner. You agree to notify us promptly about any change in your mailing or email address and acknowledge and agree that no such change will be effective until we have had a reasonable opportunity to act upon such notice. You agree that we may consider any such notice or communication as being given to all Account owners when such notice or communication is given to any one Account owner.

## **FORCE MAJEURE**

Neither party shall bear responsibility for non-performance of this Agreement to the extent that such non-performance is caused by an event beyond that party's control, including, but not necessarily limited to, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order, decree or an emergency that prevents us or you from operating normally.

## **DOCUMENTATION**

The parties acknowledge and agree that all documents evidencing, relating to or arising from the parties' relationship may be scanned or otherwise imaged and electronically stored and the originals (including manually signed originals) destroyed. The parties agree to treat such imaged documents as original documents and further agree that such reproductions and copies may be used and introduced as evidence at any legal proceedings including, without limitation, trials and arbitrations relating to or arising under this Agreement.

## **ENTIRE AGREEMENT; INTEGRATION**

We and you acknowledge and agree that this Agreement and any amendments hereto, and all other documents incorporated by reference therein, constitute the complete and exclusive statement of the agreement between you and us with respect to the Service and supersede any prior oral or written understandings, representations and agreements between the parties relating to the Service.

Notwithstanding the foregoing, this Agreement is in addition to any other agreements and disclosures between you and us. Provisions in our other agreements and disclosures, including the Deposit Account Agreement applicable to your Account(s), may be revised from time to time and remain effective for all other aspects of the Accounts involved. If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and us, this Agreement will control on issues related to Online Banking and related services, including but not limited to the Bill Payment Service and eStatements. However, as a Consumer, the Electronic Fund Transfers Disclosure Statement included in your Deposit Account Agreement or otherwise received when you opened your Account (as the same may be amended from time to time) will control.

## **SEVERABILITY**

If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In the event that any statute, regulation or government policy to which we are subject and that governs or affects the transactions contemplated by this Agreement would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and we shall incur no liability to you as a result of our compliance with such statute, regulation or policy.

## **ASSIGNMENT AND DELEGATION**

We may assign any of our rights or delegate any of our responsibilities in whole or in part without notice to or consent from you. You may not assign, delegate or otherwise transfer your rights or responsibilities under this Agreement without our prior written consent, which consent we may grant or withhold in our sole discretion.

## **SUCCESSORS**

This Agreement shall be binding upon and inure to the benefit of the parties and the parties' successors and permitted assigns.

## **NON-WAIVER**

No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

## **GOVERNING LAW**

Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted or inconsistent therewith, by the laws of the State of Texas.

## **ATTORNEYS' FEES**

If any action is brought by either party against the other regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any relief granted, reasonable attorneys' fees, costs of court, expert witness fees and other expenses of action.

## **BENEFICIARIES**

This Agreement is for the benefit only of the undersigned or otherwise designated parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

## **RECORDING OF COMMUNICATIONS**

Except as otherwise required by Applicable Law, you and we agree that all telephone conversations or data transmissions between us or our respective agents made in connection with this Agreement may be recorded and retained by either party by use of any reasonable means.

## **RELATIONSHIP**

You and we are not, and your and our licensors are not, partners, joint ventures or agents of each other as a result of this Agreement.

## **HEADINGS AND CAPTIONS; INTERPRETATION**

The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof. The words "include" and "including" shall be interpreted as meaning "include without limitation" or "including without limitation."

## **PART IV**

### **DEFINITIONS**

Certain terms used in this Agreement are defined in the portion of this Agreement where they are used. The following terms are also used throughout this Agreement and have the meanings indicated below:

"Account(s)" means any Deposit Account(s) and/or Credit Account(s) that you may have with us.

"Account Agreement(s)" means the terms and conditions of any Credit Account Agreements, Deposit Account Agreements, Fee Schedule, and any other agreements, security instruments, disclosures, or other documents regarding your Credit Accounts and/or Deposit Accounts that you may have with us, each as may be amended from time to time.

"Agreement" means all terms and conditions defined in this Inwood National Bank Online Banking Services Agreement.

"Applicable Law" means federal laws and regulations and, to the extent not preempted by federal law, the laws of the State of Texas.

"Available Funds" means the balance in a Deposit Account, which includes collected funds on deposit plus any overdraft credit line balance associated with the Deposit Account.

"Bill Payment Service" means the online bill payment service offered by Inwood National Bank and any associated Service Provider as described in Part I of this Agreement.

"Business Day" means every Monday through Friday, excluding Bank holidays. Saturday and Sunday are not Business Days for purposes of this Agreement, even if Inwood National Bank is open for any business on such days.

"Computer" means your computer or other Internet access device, any software, and the related equipment.

"Consumer" means a natural person that uses the Service for personal, family or household purposes.

"Credit Account(s)" means any line of credit, loan, mortgage, or other applicable open-end or closed-end credit that you maintain with us.

“Credit Account Agreement(s)” means collectively and as applicable, except as otherwise indicated in this Agreement, the promissory notes, credit agreements, mortgages, and any other documents, disclosures, or agreements that you execute or otherwise agree to that establish your rights and responsibilities under, and otherwise provide the terms and conditions of, your Credit Accounts with us.

“Cut-Off Time” means, for purposes of the Bill Payment Service, the time of day that Payments to be processed that day shall be processed, after which time the earliest possible Payment Date or Withdraw On Date and Due Date or Deliver By Date shall be calculated from the next Business Day.

“Deposit Account(s)” means any checking account, money market deposit account, savings account, certificate of deposit, or other eligible deposit account you may have with us.

“Deposit Account Agreement(s)” means collectively and as applicable, except where otherwise indicated in this Agreement, the Bank’s Personal Deposit Account Agreement and its Business Deposit Account Agreement and associated Fee Schedule and agreements governing certificates of deposit, each as amended from time to time. Information regarding the balance requirements and interest that may be earned on interest-bearing deposit account(s) may be found in your Deposit Account Agreements and related disclosures.

“Due Date” or “Deliver By Date” or “Delivery Date” means, for purposes of the Bill Payment Service, the Business Day on which you schedule the Payment to be delivered to your Payee, unless this date falls on a non-Business Day, in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date you determine to be most appropriate to deliver payment to your Payee, considering such factors as the Payee-specified date payment due, grace period, late payment policy or late fee, and/or your knowledge of actual time required for the Payee to receive and process the payment and to credit your account with the Payee, and/or the urgency/criticality of payment delivery, as the case may be.

“Electronic Funds Transfer” (or “EFT”) are used as defined in the Electronic Funds Transfer Act and Bureau of Consumer Financial Protection Regulation E to mean an electronic transfer of funds initiated by a computer or similar device to or from a **consumer’s** Deposit Account, such as transfers through Online Banking, including the Mobile Banking Service.

“Enrollment Form” means your electronic “Auto Enroll” acceptance or paper enrollment form accepted by us that designates those of your Accounts that you wish to access using Online Banking and such additional services, including the Bill Payment Service or e-Statements Service, that you request to use and we may approve from time to time.

“eStatements” means the online service offered by Inwood National Bank permitting you to view your current Account statements for your Inwood National Bank Accounts on a secure website as described in Part I of this Agreement.

“Fee Account” means, for purposes of the Bill Payment Service, the checking or similar Account designated by you and from which we may automatically debit or otherwise collect all Bill Payment Service fees.

“Fee Schedule” means, at any given time, our then current Service & Account Schedule of Fees applicable to the Deposit Account(s) opened by you and maintained with us, as well as those applicable to the Service.

“Funding Account” means, for purposes of the Bill Payment Service, the checking or similar Account designated by you and from which we may debit or otherwise collect the funds necessary to remit the Scheduled Payment to the corresponding Payee, per your instructions.

“Internal Transfers” means electronic transfers of funds between your eligible Accounts at Inwood National Bank.

“Inwood”, “we”, “our”, “us” or “Bank” refers to Inwood National Bank.

“Losses” means any and all kinds of claims, fines, penalties, fees, costs, expenses, damages and liabilities including (without limitation) attorneys’ fees and litigation costs.

“Merchant” means, for purposes of the Bill Payment Service, any business Payee that you establish within the Bill Payment Service for whom the Service Provider has established a business relationship expressly for the purpose of remitting Payments from the Bill Payment Service.

**"One-Time Payment"** means, for purposes of the Bill Payment Service, a Scheduled Payment that results in a single payment delivered to the Payee per your instructions.

**"Online Banking"** or the **"Service"** means the online banking service available from Inwood National Bank as described in Part I of this Agreement.

**"Payee"** means, for purposes of the Bill Payment Service, the individual, business or other entity to which you intend to send a payment through the Bill Payment Service and for which you accurately provide and maintain the appropriate or required information such as name, bill remittance / payment delivery address, phone number, account number and account holder name; and to whom you authorize us to remit payments on your behalf through the Bill Payment Service.

**"Payee List"** means, for purposes of the Bill Payment Service, your personalized list of Payees maintained within the Bill Payment Service from which you may select a Payee to receive a scheduled Payment.

**"Payment"** means, for purposes of the Bill Payment Service, the specific single instance of a One-Time Payment or a specific instance of a Recurring Payment, as the case may be.

**"Payment Amount"** means, for purposes of the Bill Payment Service, the monetary figure you specify in a Scheduled Payment, including the regular amount and the final amount of a Recurring Payment series, that the Bill Payment Service shall remit to the Payee.

**"Payment Date"** or **"Withdraw On Date"** or **"Withdrawal Date"** means, for purposes of the Bill Payment Service, the Business Day on which you schedule the Payment to be debited from your Funding Account, unless this date falls on a non-Business Day, in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date on which sufficient Available Funds must exist in the Funding Account.

**"Privacy Policy"** means our policy and disclosure regarding the personally identifiable information that we collect about you, and who we may share it with.

**"Recurring Payment"** means, for purposes of the Bill Payment Service, a Scheduled Payment that results in a series of payments delivered to the Payee at regular intervals per your instructions, and shall continue to do so until you cancel it or until the maximum number of payments and/or final payment date that you specified is reached.

**"Scheduled Payment"** means, for purposes of the Bill Payment Service, the payment instructions you establish within the Bill Payment Service in order to properly direct funds from the Funding Account that you designate to the Payee that you designate.

**"Service Provider"** means, for purposes of the Bill Payment Service, any third party with whom we have contracted from to time to provide the Bill Payment Service.

**"You"** or **"your"** means each Consumer that has enrolled in the Service. In addition, if you elect to receive Bill Payment Services or e-Statements, "you" and "your" refer to each person who accepts the Enrollment Form for those services or is otherwise authorized to use those services.

#### **ACCEPTANCE OF AGREEMENT**

***By clicking on the "I Accept" button and/or proceeding to use the Service, you acknowledge that you have read, understood, and agree to be bound by this Agreement and the terms and conditions associated with your use of the Service, including any Online Transactions you initiate through the Service.***

**IMPORTANT: PRIOR TO CLICKING ON "I ACCEPT" BELOW, PLEASE PRINT AND RETAIN THIS AGREEMENT FOR YOUR RECORDS.**

Member FDIC