

Online Banking Account Agreement

General

This Online Banking Agreement (Agreement) for accessing your TrustTexas Bank, SSB account(s) via the Internet explains the terms and conditions of Online Banking. These terms and conditions govern the Online Banking Services which include the External Transfer Service (Service) offered through TrustTexas Bank, SSB. By clicking the "I Agree" button below, signing the Online Banking Account Access Application, or using the TrustTexas Bank, SSB Online Banking Service, you agree to abide by the terms and conditions of this Agreement.

Each of your accounts is governed by their respective contracts, disclosures of account terms, borrowing agreements, notes, applicable fee schedules, and any other agreement evidencing the terms and conditions of your accounts (collectively, "Account Agreements"). YOU SHOULD REVIEW THOSE AGREEMENTS FOR ANY APPLICABLE FEES, FOR LIMITATIONS ON THE NUMBER OF TRANSACTIONS YOU CAN MAKE, AND FOR OTHER RESTRICTIONS THAT MIGHT IMPACT YOUR USE OF AN ACCOUNT WITH ONLINE BANKING. If any provision of this agreement is in conflict with the Account Agreements, the Account Agreements shall prevail.

For purposes of this agreement, the terms "our", "we", "us", and "Bank" refer to TrustTexas Bank, SSB. The terms "you" and "your" refer to each owner or signer for the deposit or loan account(s) at TrustTexas Bank, SSB which will be or are accessed through the Online Banking portion of TrustTexas Bank's web site, whether they be for personal or business purposes.

Accessing Your Account

To access your account(s) through the Online Banking Service, you must have an eligible TrustTexas Bank, SSB account, enroll in the Service, have a User ID and password, and obtain the Internet browser software that may be required by the Bank from time to time.

Fees

There are currently no separate monthly or transaction fees assessed by the Bank for use of the Online Banking Service including the External Transfer Services. However, the fees associated with your accounts, as described in the Account Agreements will apply to services ordered online and to transfers from a credit account.

You may incur fees or charges from others for software, installation or services to provide you Internet access. You agree to be responsible for these charges and any telephone charges incurred, or any charges assessed by your Internet Service Provider for accessing your accounts through the Internet.

Balance Inquiries

You may use the Online Banking Service to check the balance of your accounts. to transfer funds among your TrustTexas Bank, SSB electronic accounts. In order to initiate one of these transactions, you must first use your password to obtain access to the Online Banking Service. The balance shown on your online account may include deposits still subject to verification by us. The balance shown also may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, or charges.

Internal Transfers

You may use the Online Banking Service to transfer funds among your TrustTexas Bank, SSB electronic accounts. A funds transfer request will not result in immediate funds availability because of the time required to process the files. The deadline for funds transfer requests is 6:00 P.M. Central Time for same bank business day availability. Any funds transfer request received after 6:00 P.M. Central Time may not be processed until the following bank business day. If there are insufficient available funds in an Account from which you are requesting a funds transfer, the transfer will not be initiated. In order to transfer funds to and from accounts, you must have access to those accounts within online banking.

External Transfer Services

*External Transfer Services (Service) permits Bank customers to transfer funds to or from Service eligible accounts at TrustTexas Bank (the Bank) and other financial institutions. The External Transfer Service is available for personal online banking users only. This service is currently not available on the business online banking website. **Inbound transfers** move funds into an account you own at the Bank from an account you own outside the Bank. An **outbound transfer** moves funds from an account you own at the Bank to an account outside the Bank that is owned by you. Service can be used with certain software and hardware such as personal computer, Smartphone, or other mobile device. The use of your software and hardware in conjunction with the Service account transfer information will be captured and delivered electronically.*

***ELIGIBILITY REQUIREMENTS:** In order to be eligible for the Service, you must be an account owner on both the internal and external account. We require verification of account ownership and activation before the Service is available. Transfers are available only for consumer accounts and for personal, family or household purposes. You can add up to five bank, credit union, or brokerage accounts eligible for funds transfers.*

***USE OF SERVICE:** 1. You will need to provide certain identifying information about each account in order to register that account for this Service. You agree that you will only attempt to register personal accounts that you own or for which you have the authority to transfer funds. 2. You agree that you will have sufficient available funds in the designated deposit account to cover all outbound transfers on the date scheduled. If the account does not have sufficient available funds on the scheduled date, we may elect not to initiate one or more of the transfers. 3. You agree that the Bank may use any means or routes which we in our sole discretion consider suitable to execute your transfer. Standard and Express (Next Day) transfers may be made through the Automated Clearing House (ACH) processor selected by us or directly to another bank, and you agree will be subject to the National Automated Clearing House Association (NACHA) rules or our*

agreement with another bank, in effect at such time, as applicable.

4. Your use of the Service is also subject to, and you agree to comply with the applicable state and federal rules, laws and regulations which may include: National Automated Clearinghouse Association (NACHA) and other applicable Automated Clearing House (ACH) regulations, circulars or agreements; Office of Foreign Asset Control; the Bank Secrecy Act; the USA Patriot Act; the Uniform Commercial Code (UCC); and others that may be amended from time to time.

5. The Bank reserves the right to reject an enrollment request for any reason, including without limitation potential fraud or misuse, limitations as outlined by the United States Department of the Treasury's Office of Foreign Assets Control, or an incomplete enrollment.

6. You may be subject to penalties by the other financial institution or may suffer negative tax consequences, for certain transactions involving retirement (401K, IRA, etc.), savings, money market accounts, certificates of deposit, trusts, loans, custodial, business, corporate and other types of accounts. It is your responsibility to verify with the external financial institution any restrictions regarding transfers to or from any External Account that you enroll.

7. The Bank is not responsible for direct, indirect, special, or consequential costs, fees, losses, penalties, or other damages resulting from External Transfers that are not permitted under restrictions of other financial institution or those imposed by applicable laws and regulations.

TRANSFER SERVICE TYPES AVAILABLE: Some of the transfer services described below may not be available for certain accounts, customers, or if you access Online Banking through the mobile banking app or mobile web. Depending on the type of transfer request, you may use the Service to choose delivery speed. Delivery Speeds for domestic transfers are three business days (Standard) and next business day (Express) transfers. You may also choose to schedule the transfer on an immediate, one-time future dated or a recurring basis. Processing of one-time domestic transfers may be initiated immediately or scheduled for initiation on a future date. Recurring transfers may be scheduled for up to one year in advance. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For

example, you may schedule a \$200 transfer from an account that you own at another financial institution to your Bank checking account every week. Express (Next Day) transfers are permitted only at our discretion.

Domestic (U.S.) outbound transfers: 1. *Standard Transfers – Funds will be debited from your bank account on the next business day after you direct us to initiate processing of the transfer, and the funds will typically be credited to the receiving account on the third business day after the transfer is initiated.* 2. *Express (Next Day) Transfers – Funds will be debited from your bank account on the business day you direct us to initiate processing of the transfer, and the funds will typically be credited to the receiving account on the next business day after the transfer is initiated.*

Domestic (U.S.) inbound transfers: 1. *Standard Transfers – Funds typically will be debited from your account outside the Bank on the business day or express after you direct us to initiate processing of the transfer and the funds will typically be credited to your TrustTexas Bank personal account on the third business day after the transfer is initiated.* 2. *Express (Next Day) Transfers - Funds typically will be debited from your account outside the Bank on the business day or express after you direct us to initiate processing of the transfer and the funds will typically be credited to your TrustTexas Bank personal account on the next business day after the transfer is initiated.*

TRANSFER LIMITS: 1. *If the Bank determines there are risks associated with a transfer or if we determine you no longer qualify, we may delay or cancel the transfer and notify you to provide additional details on the transfer before it is initiated or funds are released.* 2. *We reserve the right to impose limits on the amounts and/or number of transfers that you initiate using the Service and to modify such limits from time to time.* 3. *Any transfer initiated on a day that is not a business day begins processing on the following business day and counts toward the applicable dollar limit for the*

next business day. 4. We will use best efforts to provide notification to you of rejection of a transfer on the scheduled date of initiation of the transfer; provided, however, the Bank shall not be liable to you for interest compensation for failure to give such notice.

CUT-OFF TIMES AND AVAILABILITY OF FUNDS: The cut-off time for Standard Transfers is midnight CST on a business day. The cut-off time for Express (Next Day) Transfers is 7:00 pm CST on a business day. Any transfer initiated after the applicable cut-off time will be considered as being initiated on the next business day. Funds deposited to your account at the Bank using the Service will generally be made available as outlined in the Transfer Service Types Available section. A business day is Monday through Friday, excluding Federal holidays and other days as posted in our branches.

DELIVERY AND RECEIPT OF TRANSFERS: The Bank cannot guarantee the timely delivery or return of funds as a result of the failure of another financial institution to act in a timely manner. You agree that all transfers received by us are subject to verification and final inspection by us.

CANCELLING TRANSFERS: 1. You can cancel future dated and recurring transfers through the Service. 2. You cannot submit transfer cancellation requests for transfers that are in status of In Process or Processed. 3. One-time future dated and recurring domestic transfers must be cancelled prior to midnight CST on the date processing for the transfer is scheduled to be initiated. After you cancel a future dated transfer, the status changes to Cancelled. 4. If you direct us to begin processing a transfer immediately or a transfer's status is In Process or Processed, you no longer have the right to cancel it. However, the Bank at its option, may attempt to cancel the transaction on your behalf. 5. We cannot guarantee successful cancellation for any transfer request that is in the status of In Process or Processed. 6. The easiest and most convenient method to cancel transfers is via Online Banking; alternatively you may initiate a transfer cancellation request by calling us at (800)342-0679. If you call, we may also require you to

put your request in writing and return to us within 14 days of your call. You may not call and cancel a transfer with status of In Process or Processed. 7. If you attempt to cancel a payment or transfer in accordance with the above instructions and we do not do so, we will be liable for your losses or damages.

SERVICE AVAILABILITY: The Service is generally available to you 24 hours a day, 7 days a week through Online Banking. However, when using the Service, you may experience technical or other difficulties or the Service may be unavailable for system maintenance. We will attempt to post alerts to our website to notify you of these interruptions in service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur due to loss of the Service provided by the Bank or its third party provider. The Bank is not responsible to provide any alternate method of External Transfer Service if the Service is not available to you.

LIMITATION OF LIABILITY: Our liability for Standard and Express (Next Day) domestic transfers involving a transfer to or from an account is as described in the Error Reporting and Resolution section of this Agreement. You agree to be liable for any errors, or inaccuracies or any other loss sustained by you through use of this Service. In all cases, you are responsible for any loss or overdraft plus additional applicable fees to your account due to a check or item being returned.

Protecting Your Account

By giving you online access to your account, you assume joint responsibility, with the Bank, for the protection of your account and personal information. We will do the following to protect your account and personal information:

- Access to your account(s) online will require the use of a valid password selected by you.
- Access to the Online Banking portion of TrustTexas Bank web site requires the use of a web browser capable of supporting encryption of data transmitted between the computer you are using and our web site.

- If you are logged onto the Online Banking Service and no activity occurs for 10 minutes, you will be automatically logged off.
- We will adhere to the privacy principles detailed in our Privacy Statement, which is available online or at any of our banking locations.
- Details of any online transactions will appear on your next periodic statement.

As a TrustTexas Bank, SSB Online Banking user, you agree to do the following:

- The first time you use TrustTexas Bank's Online Banking Service, you will be required to select a username and password.
- You will safeguard your password, as it is the access device to your account and information online. Our recommendations regarding care of your password appear below under the heading "Preventing Unauthorized Access to Your Account."
- You are authorizing TrustTexas Bank, SSB to act on instructions received under your password.
- Never leave your account information displayed where it is accessible to others.
- When your Online Banking session is complete, you will sign, or log, off of the system.
- You will contact us immediately if you suspect an unauthorized person has knowledge of your password or if you think your account has been compromised in any other manner. The instructions for notifying us, and your liability for unauthorized transactions, appear below.
- You will examine your periodic statement promptly upon receipt and notify us immediately if there are any errors or unauthorized activity.

Preventing Unauthorized Access to Your Account

You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your password has been compromised, or that someone has transferred or may transfer money from your account without your permission, notify us immediately. Your password verifies your identity and provides access to your account. You must be actively involved in protecting your password. You can protect your password by doing the following:

- Your password should be kept confidential at all times. Never reveal your online password except to authorized persons because use of it may be attributed to and obligate you.
- Change your password frequently and whenever you feel that your password may have been compromised.
- Your password should be unique. Do not use your address, telephone number, birth dates, your ATM Personal Identification Number (PIN), or a PIN used for access to any other internet site as your TrustTexas Bank, SSB Online Banking password. It is recommended that your password be at least 8 characters and contain letters, numbers, and special characters (for example @, #, %, *).
- Do not store your password on your computer.
- We recommend that you memorize your password and do not write it down. If you feel it necessary to write it down, do not write your password on any account documents or anywhere that it can be identified as the access number for the Online Banking Services.
- If you discover unauthorized activity or believe that someone may transfer money from your account without your permission or that someone has unauthorized knowledge of your password, you must notify us at once. Telephoning is your best way to notify us in order to limit losses. You can call us, during office hours, at (800) 342-0679, write us at TrustTexas Bank, SSB, or e-mail us at geninfo@TrustTexasBank.com.

Your Liability for Unauthorized Transfers from Personal Accounts

If your Online Banking password has been compromised and you tell us within two (2) bank business days after learning of the loss or theft, you can lose no more than \$50 if someone used your password without your permission to access a TrustTexas Bank, SSB account. If you do NOT tell us within two (2) bank business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500 of the disputed amount. (Bank business days are Monday through Friday, except federal or state holidays.)

If your monthly statement shows withdrawals, transfers or purchases that you did not make or authorize, you must notify us at once. If you do not notify us within sixty (60) days after the statement was transmitted or mailed to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days.

If there are extenuating circumstances that kept you from telling us, the time periods in this section may be extended.

Your Liability for Unauthorized Transfers from Business Accounts

TrustTexas Bank, SSB shall have no liability to you for any unauthorized payment or transfer made that occurs before you have told us of possible unauthorized use and we have had a reasonable time to act on that notice. We reserve the right to suspend or cancel your online access, even if you have not notified us of unauthorized access to your account(s), if we suspect the account is being used in an unauthorized manner.

If we fail or delay in making a payment or transfer in accordance with your instructions or if we make a payment or transfer in an incorrect amount which is less than the amount in your instruction to us, unless otherwise required by law, our liability shall be limited to interest on the amount which we failed to timely transfer, plus applicable charges assessed by the Bank as a direct result of our failure or delay, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. If we make a

payment or transfer that exceeds your instruction or if we allow an unauthorized payment or transfer after we have reasonable time to act on a notice from you, unless otherwise required by law, our liability shall be limited to a refund of the amount erroneously paid or transferred, plus any applicable charges assessed by the Bank as a direct result of the transfer, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. Interest will be limited to the amount of interest that would have been earned on the funds in the TrustTexas Bank, SSB account had the transfer error not occurred.

Unless otherwise required by law, in no event will we be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney fees, even if we are advised in advance of the possibility of such damages.

Error Reporting and Resolution

In case of errors or questions about your electronic transfers, telephone us at (800) 342-0679 or write us at TrustTexas Bank, SSB, P. O. Box 808, 121 E. Courthouse St., Cuero, Texas 77954 as soon as you can. We must hear from you no later than 60 days after we sent the first (1st) statement on which the problem or error appeared.

Tell us your name and account number (if any).

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.

Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 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 90 days to investigate your complaint or questions. If we decide to do this, we will credit your

account within 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 10 business days, we may not credit the account.

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

Termination of Online Banking Service

You may terminate your Online Banking Service by sending written notice to:

TrustTexas Bank, SSB
PO Box 808
121 E. Courthouse
Cuero, Texas 77954

We must receive your notice at least five (5) days in advance of the termination date.

We may terminate the Online Banking Service or your participation in this service at any time with or without notice to you. We may terminate your Online Banking Service without prior notice to you if we, within our sole discretion, suspect fraud or other illegal activity. We may also do so if you do not meet any of the terms and condition of this agreement, any of the Account Agreements, a credit agreement, or any other agreement with us. If you do not sign onto the Online Banking Service or request a transaction for any six (6) month period, we reserve the right to cancel your Online Banking Service without notice. To reactivate the Online Banking Service, you will need to contact your local TrustTexas Bank, SSB office.

Upon termination of your Online Banking Service, all pending payments or transfers will be cancelled.

Changes to this Agreement

The Bank may, from time to time, offer and introduce new Internet services. The Bank will notify you of the existence of these new products and services. By using these services when they become available, you agree to be bound by the rules, which will be communicated to you, concerning these services.

You agree that we may amend or change this Agreement at our discretion, at any time. We will post the revised agreement on our web site and notify you of the change through e-mail or account statement notification. If the changes result in stricter limits on the type, amount or frequency of transactions, additional fees for online transactions, or any increase in your responsibility for unauthorized transactions, we will post the notice at least 30 days in advance of the effective date of the change, unless an immediate change is necessary to maintain the security of the system or any account.

Applicable Law

This agreement shall be governed by federal laws and regulations, and to the extent that there is no applicable federal law or regulation, by the laws of the State of Texas.

Other Provisions

You agree that the Bank is not responsible for any loss, damage or injury resulting from an interruption in your electrical power or telephone service; the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality; or any defect or malfunction of your PC, modem, or telephone line that prevents access to our Online Banking Service. We are not responsible for any services relating to your computer other than those specified in this Agreement.

Except as specifically provided for in this Agreement or where the law requires a different standard, you agree that the Bank shall not be responsible for any loss, property damage, bodily injury, or for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software or Internet browser used to access the Online Banking Service.

Indemnification

You agree to indemnify, defend and hold harmless the Bank, its affiliates, partners, officers, directors, employees, consultants, services providers and agents from any and all third party claims, liability, damages, and/or costs (including, but not limited to, attorney's fees) arising from your use of the service or from our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement.

Before enrolling for the TrustTexas Bank, SSB Online Banking Service, you must read and indicate your acceptance of the following terms:

1. Your consent to this Online Banking Service is valid for as long as you remain enrolled.
2. You have the right to withdraw from this Online Banking Service at any time. To withdraw from this Online Banking Service and its associated terms you must contact us at (800) 342-0679.
3. You assume responsibility for keeping your contact information up to date. If you change any of this information, you must contact us at (800) 342-0679.
4. Notifications and other correspondence will be sent to your email address on record. You assume responsibility for providing a valid email address and retrieving messages from your email account. You can go online to change your email address on record or contact the Bank at (800) 342-0679.
5. The Online Banking Service may not produce desired results using older browser versions.