

INTERNET BANKING SERVICES AGREEMENT

Print & Retain for Customer's Records

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN CUSTOMER'S ACCESS AND USE OF THE PROSPERITY BANK INTERNET BANKING SERVICES. BY ACCESSING OR USING THE PROSPERITY INTERNET BANKING SERVICE, CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY PROSPERITY BANK FROM TIME TO TIME AS DESCRIBED BELOW.

This Internet Banking Services Agreement (the "**Agreement**") is between the Prosperity Bank customer entering into this Agreement or obtaining the services described herein (referred to herein as "**you**" or "**your**") and Prosperity Bank ("**Bank**" or "**Prosperity**" or "**we**" or "**our**") for the delivery, access and usage of Internet Banking Service (also described as the "**Service(s)**" or "**Internet Banking**" or "**Online Banking**") as described below, including, without limitation, the Bill Pay and Delivery and PopmoneySM Personal Payment Services. In this Agreement, "you," or "your" also refers to each person that accesses the Service (or if an entity, whose representatives access the Service on its behalf) and each owner of the Account(s) accessed by the Service. In this Agreement, "we" or "our" also refers to any agent, independent contractor, Service Provider, subcontractor, licensor, designee, or assignee that Bank may involve in the provision of the Service. Your use of the Service will be further evidence of your agreement to these terms and the other related agreements that Bank provides to you.

I. DEFINITIONS. Please also see Section X.14, "Definitions," of the "Bill Pay – Terms and Conditions" and Section XI.10, "Definitions," of the "Popmoney® Personal Payment Service Terms of Use," both of which are below.

Account(s): Any Consumer Account, Consumer Loan, or other Business Account or Business Loan you have with Prosperity included on the Internet Banking Services Application and approved by the Bank in writing for use with the Service, whether on paper or by electronic or other means ("**enrolled**"):

(1) For purposes of this Agreement, "**Consumer Account**" or "**Consumer Loan**" means a deposit or loan account, as applicable, owned by one or more individuals and used primarily for personal, family, or household purposes; and

(2) Any and all other deposit accounts and loans you have with Prosperity Bank, including but not limited to business, association, and sole proprietorship accounts, are considered "**Business Accounts**" or "**Business Loans**," as applicable. (For the avoidance of doubt, "Account(s)" does not include any accounts held by Bank that reflect the customer's ownership interest in various securities or portions thereof pursuant to any repurchase or sweep agreements between the parties, which are not deposit accounts (and may be called "Repurchase Accounts" or "Repo Accounts"); such securities are governed by separate agreements).

ACH Network: means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.

Affiliates: are companies related by common ownership or control.

Available Balance: The Current Balance of the Account minus any and all Holds, and Memo Posted Debits plus Memo Posted Credits. If you have a line of credit related to your Account, the Available Balance figure may also include any unused, available credit on your line of credit if you have requested and Bank has approved and implemented such functionality.

Bill Pay or Bill Payment Service: The Bank's online bill payment service that can be used to send payments to payees such as companies, bill collectors, and individuals, more fully described at Section X. below.

Bill Payment or Payment: The payment to be made by the Bill Payment Service in accordance with and as described in Section X., "Bill Pay – Terms and Conditions," of this Agreement.

Business Customer: Anyone other than a Consumer who owns an Account with respect to which the Service is requested for business purposes.

Business Day: is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

Consumer or Consumer Customer: A natural person who owns an Account and who uses the Service primarily for personal, family, or household purposes.

Current Balance: The Account balance that is the result of the total debit and credit activity as of a specific date and time for the Account.

Eligible Transaction Account: is a transaction Account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit Account, or credit card account, including any required routing information that you have with Prosperity.

Hold: A restriction on payment of all or any part of the balance in an Account.

Memo Posted Credits: Any pending credits posted to the Account for a given Business Day. For example, ACH credit transactions and wire transfers.

Memo Posted Debits: Any pending debits posted to the Account for a given Business Day. For example ACH debit transactions, wire transfers, and teller cashed checks.

Payment Instruction: is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.

Payment Network: means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

Service Guarantee: The amount for which Bank’s Service Providers will bear responsibility in accordance with the terms and conditions of this Agreement should a Bill Payment post after its Due Date. See Section X.3., “The Service Guarantee,” below for further details.

Service Provider: means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf

Site: The Bank’s website through which the Internet Banking Service is provided.

User: Any individual or entity that you have authorized or otherwise allowed to access and use the Services or any part of the Services, whether one or more.

II. THE INTERNET BANKING SERVICE

A. About this Agreement and Your Information.

1. Accepting this Agreement; Your Application and Information. Bank makes the Internet Banking Service available at Bank’s sole discretion and only to individuals and businesses that already maintain an Account with Bank, who apply for the Internet Banking Service, who are approved by Bank, who have accepted and agreed to the Electronic Disclosure Consent Statement, and who read and accept this Agreement. You will evidence that acceptance and agreement by selecting the button on your Computer screen declaring your acceptance as part of your enrollment in the Internet Banking Service. You represent and warrant that all information on your Internet Banking Services application, including without limitation any information you insert onto the enrollment or other website pages for the Internet Banking Service (together with the instructions, procedures, conditions, or other terms provided within such enrollment or pages, the “**Application**”), are true and complete in all respects. It is your responsibility, and you agree to ensure, that the contact information in your user profile is current and accurate. This responsibility includes, but is not limited to, updating name, physical address, phone numbers, and electronic mail (“**Email**”) addresses promptly when and if changed. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting Prosperity’s Customer Service Support at (800) 531-1401, or as Bank may otherwise direct. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Account or Eligible Transaction Account, Payment Instructions, or contact information.

2. Account Documents; Renewals and Changes to this Agreement. You agree that the Terms and Conditions of your Account(s) (the “**Account Agreement**”), the Electronic Disclosure Consent Statement, the Prosperity Bank Privacy Policy and Internet Privacy Policy (together, the “**Privacy Notice**”), and any other depository or loan agreements or disclosures applicable to your Account(s) (collectively, the “**Account Documents**”) also apply to the Internet Banking Services, and all such documents and agreements are incorporated herein by reference. To the extent there is a direct conflict between the terms of this Agreement and the Account Documents, the terms of this Agreement will control except as may be otherwise stated herein. You agree that you are deemed to renew your acceptance of

this Agreement each time you or your User logs in to the Internet Banking Service to conduct any transaction. In addition to this Agreement and the Account Documents, you agree to be bound by and comply with all applicable state and federal law and rules of the automated clearinghouse associations, as applicable. Unless otherwise required by applicable law, statute, regulation, opinion, or ordinance (“**Applicable Law(s)**”), Bank may change the terms of this Agreement at any time without notice to you, to be effective immediately or as otherwise noted by Bank; Bank will provide updates of this Agreement through the “Messages” feature of the Internet Banking Service or make them available to you in other ways Bank deems appropriate, such as by posting in the Internet Banking portion of the Site (if available), and you agree it is your responsibility to check for such updates periodically. You agree that by continuing to use the Service after the effective date of any change, you are deemed to have accepted that change.

3. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Notice, which you can find on our Site [**LINK**], in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

4. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

5. Information Authorization. Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of the Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Notice, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers’ everyday business purposes, such as but not only to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with Applicable Laws, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by Applicable Law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by Applicable Law. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

- a. **Mobile Subscriber Information.** If applicable, you authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may

also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

- b. **Device Data.** If applicable, we may share certain personal information and device-identifying technical data about you and your devices with third party Service Providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party Service Providers to provide similar fraud management and prevention services for services or web sites not provided by us. We will not share with Service Providers any information that personally identifies the user of the applicable device.

6. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you click on a banner advertisement or a search result, your click may take you off the Site. Such links may include those from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. When linking to those third-party sites, you are subject to the terms that govern those third-party sites, which may provide less security than we do and have a different privacy policy than ours. These third-party sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you agree not to link to other pages of our Site or to "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site

B. Electronic Communications

You agree that each Email message Bank sends you may not be encrypted, but specific Account information may be masked. **You agree that transmission of the masked information does not constitute transmission of personal or private information, and you hereby authorize Bank to send such information via Email to your Email address. BANK SHALL NOT BE LIABLE FOR LOSSES OR DAMAGES ARISING FROM NON-DELIVERY, DELAYED DELIVERY, OR WRONG DELIVERY BY AN EMAIL SERVICE, INACCURATE CONTENT IN ANY NON-BANK EMAIL, ANY ACTIONS RESULTING FROM THE INTENTIONAL OR UNINTENTIONAL DISCLOSURE OF ANY EMAIL OR ITS CONTENTS BY YOU TO ANY UNAUTHORIZED PERSON, OR YOUR USE OR RELIANCE ON THE CONTENTS OF ANY NON-BANK EMAIL OR EMAIL SERVICE FOR ANY PURPOSE.**

Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or Email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("**ATDS**"), and/or Emails from us for our everyday

business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Notice for more information.

Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

C. Basic Internet Banking Services May Include

You or your User may request any of the following basic Internet Banking Services:

1. Account Access. You can use the Service to download a transaction history file to save or print for future reference, perform Account inquiries on Account data and transaction history on the Accounts, and perform other activities.

2. Stop payment requests.

a. Generally. The purpose of this stop payment feature is to stop payments only on checks that you have written or for stopping pre-authorized electronic funds transfers that are deducted from your Account. You agree that the provisions of the Account Documents applicable to stop payment requests also apply to any electronically transmitted stop-payment order initiated through Internet Banking, and you agree that the “Stop Payment” screen from either the “Quick Links” or “Accounts” sections in the Internet Banking portion of the Site applies to these stop payment requests and is incorporated herein by reference. Because processing this type of stop payment request may require up to three (3) Business Days, if your request is urgent, you agree to contact your Customer Service Support number at (800) 531-1401.

b. DIFFERENT PROCEDURE FOR BILL PAY AND ACCOUNT TRANSFERS. YOU AGREE THAT THIS STOP PAYMENT FEATURE SHOULD NOT BE USED TO CANCEL ACCOUNT TRANSFERS AND/OR BILL PAYMENTS (SEE SECTION X.5. AND X.6. BELOW FOR CANCELING BILL PAYMENTS). YOU AGREE YOU CANNOT CANCEL AN ACCOUNT TRANSFER AFTER IT HAS BEEN ENTERED INTO THE SYSTEM AND THE INFORMATION HAS BEEN PROCESSED AND/OR TRANSMITTED TO BANK THROUGH THE SERVICE, BUT YOU CAN EDIT OR CHANGE A TRANSFER THAT IS STILL “PENDING.” YOU AGREE TO CALL YOUR CUSTOMER SERVICE SUPPORT NUMBER AT (800) 531-1401 FOR FURTHER DETAILS AND ASSISTANCE.

c. Stopping Preauthorized Payments. If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here’s how: Call us at (800)531-1401 or write us at Prosperity Bank, ATTN: Internet Banking Support, 1401 Avenue Q, Lubbock, Texas, 79401, in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

3. Messages. Send and receive messages (to and from the Bank) through the “Messages” feature of the Internet Banking Service (“**Message(s)**”). Bank is not responsible for any delay

in Messages being sent to Bank. Bank will make reasonable efforts to retrieve such Messages, but you agree delays can occur. You will confirm any urgent Messages you send Bank by a telephone call to Customer Service Support at (800)531-1401. You and any User are responsible to check periodically for Messages sent by the Bank. You agree not to send sensitive data (such as but not only driver's license numbers, Social Security numbers, or other sensitive data) via Messages or any Emails sent to Bank.

4. Account Transfers. Initiate transfers between any Accounts enrolled and set up within Internet Banking Services, with the exception of time Accounts. Refer to Section III., "Internet Banking System Setup/Account Transfers and Limits," below for other transfer limits and additional provisions regarding transfers. Account Transfers to a loan Account will be considered a scheduled payment on the loan and will affect the payment schedule of the loan Account unless you designate the appropriate type of payment with the transfer. You can make unscheduled principal or interest payments by designating the appropriate type of payment with the transfer, as allowed by your loan documents. A confirmation number will be given at the time you process an Account Transfer using the Internet Banking Services. It is your responsibility to record this number, along with scheduled date and transaction amount in your checkbook register (or other permanent record), because doing so will help in resolving any problems that may occur.

5. ACH and Wire Transfers. While available through the Internet Banking Service, these transfers are governed by a separate ACH Origination Agreement and Wire Transfer Services Agreement, as applicable, which are incorporated herein by reference if executed by you, and must be approved by the Bank. You will refer to your ACH Origination Agreement or your Wire Transfer Services Agreement for Internet Banking for details.

6. Bill Pay and Popmoney® Services. While available through the Internet Banking Service, these Services are optional and must be requested and approved by Bank. Please see Section X., "Bill Pay—Terms and Conditions," and Section XI., "Popmoney Personal Payment Service Terms of Use" below.

Other services may be available or may become available. From time to time Bank may add, and may modify or delete, particular Internet Banking functions or geographic areas served by the Internet Banking Service. Except as may otherwise be required by Applicable Law, Bank may make such changes with or without prior notice. Bank reserves the right to refuse to make any transaction that you may request through the Internet Banking Service.

D. Internet Banking Service Availability

Prosperity will use commercially reasonable efforts to make the Internet Banking Service available for your use on a continuous basis. However, Bank and its third party Service Providers cannot guarantee functionality of the Service (or any Internet Banking Service software) or that you will have continuous access or continuous or error-free operation of the Service. The Service may be temporarily unavailable for regular or emergency system maintenance. Bank will endeavor to have scheduled maintenance occur during non-peak hours, but Bank may conduct maintenance at any time. In addition, Bank will not be responsible for failure of the Service to perform under this Agreement resulting from any Event Beyond Bank's Control (defined below at Section VI.G.). Even so, Bank will use commercially reasonable efforts to re-establish the Service in those instances.

E. Service Providers.

We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, in most cases, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, our third party Service Providers, including without limitation, providers of the Popmoney Services, will not be subject to liability to you. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in Section I, "Definitions," above.

III. INTERNET BANKING SYSTEM SETUP AND LIMITS

Bank will set up your Account information on Internet Banking Services as described in the Internet Banking Services Application that you have submitted, and you authorize Bank to do so. Bank assumes no liability for changes or modifications to the Account setup information after initial installation of the Internet Banking Services of which you do not notify Bank in accordance with Bank's procedures. You must notify Bank in writing or as otherwise directed by Bank if you wish Bank to set up additional Accounts. Additional Accounts set up on Internet Banking may increase any monthly maintenance fee that may apply.

Account Transfers. Transfers involving Money Market Deposit Accounts and Savings Accounts made via Internet Banking Services are subject to the limitations described in your Account Agreement, and you agree to consult your Account Agreement or call Customer Service Support at (800) 531-1401 for details. You are not permitted to transfer more than the Available Balance from the Account. You agree that your request(s) to move funds between enrolled Accounts ("**Account Transfers**") received after Bank's Account Transfer cutoff time, which may change from time to time, may not be processed until the following Business Day. Our cutoff times are posted in the Internet Banking FAQs section of our Site [**LINK**] or you may call Bank's Customer Service Support at (800) 531-1401 for the correct Account Transfer cutoff time for your Account(s).

Payment Methods and Limits on Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time to time in our sole discretion. You may log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft drawn against your account.

IV. ACKNOWLEDGEMENTS, RESPONSIBILITIES, AND LIABILITIES OF YOU AND YOUR USER

A. Hardware/Software Requirements

You and your User are responsible for obtaining, maintaining, and updating the necessary hardware and related equipment needed to utilize the Services. As of the date of this Agreement, the necessary equipment includes: personal computer with internet access and web browser software that supports the 128-bit encryption standard (your “**Computer**”). We will post hardware/software requirements in the Internet Banking portion of our Site, currently located in the Internet Banking FAQ section for System Requirements and 128 Bit Encryption [[LINK](#)] or you can call our Customer Service Support at [\(800\) 531-1401](tel:8005311401) to confirm current requirements. To ensure your ability to view various features of Bank's Internet Banking Service, you understand it is your responsibility to update your web browser periodically so that the Bank's entire web site may be viewed.

You and/or any or all Internet Banking Service Users may be required to download, install and use certain software systems and programs developed by Bank, its licensors, or other third party providers (“**Internet Banking Software**”). Bank is not responsible for any damage to your Computer resulting from those activities, and you will be engaging in those activities at your own risk. You are responsible for obtaining your own internet service provider, and your provider may charge you for internet-related use. You will look to your provider for further details about its charges. Bank is not a party to, and Bank has no duty, liability, or responsibility in connection with your internet service provider agreement or any computer device, including but not only your Computer, or service that you may purchase from others relating to your use of the internet. You agree that you are responsible and Bank is not responsible for meeting the terms and conditions of and paying the fees and charges required by any such agreements, and that your internet service provider and the providers of your hardware and software products that enable you to access and use the Internet Banking Service are responsible for their products and services. You agree that you use those products and services at your own risk, and that you will resolve any problems you may have concerning those products and services directly with the providers of those products and services without involving Bank.

YOU AGREE THAT NEITHER BANK NOR ANY SERVICE PROVIDER IS RESPONSIBLE FOR, AND YOU AGREE TO HOLD BANK AND EACH SERVICE PROVIDER HARMLESS FROM, ANY DAMAGES, LOSSES, COSTS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURES OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT OCCUR AS A RESULT OF OR IN CONNECTION WITH ANY MALFUNCTION OF YOUR COMPUTER OR COMPUTER SYSTEM OR SOFTWARE OR MOBILE DEVICE, OR YOUR FAILURE TO OBTAIN ADEQUATE ONLINE SECURITY HARDWARE AND SOFTWARE OR TO MAINTAIN AND SECURE YOUR COMPUTER AND SOFTWARE PROPERLY, NOR WILL BANK OR ANY SERVICE PROVIDER BE RESPONSIBLE FOR ANY COMPUTER VIRUSES THAT AFFECT YOUR COMPUTER OR SOFTWARE WHILE USING THE INTERNET BANKING SERVICE. IN ADDITION, NEITHER BANK NOR ANY SERVICE PROVIDER WILL BE RESPONSIBLE FOR ANY THIRD PARTY ACCESS OR ATTEMPTED ACCESS TO YOUR COMPUTER OR SOFTWARE WHILE USING THE INTERNET BANKING SERVICE OR OUR SITE.

B. Set-Up and Security Procedures

You agree to follow any and all instructions provided by Bank for setting up or implementing security measures and procedures, which Bank may provide separately, whether initial security measures and procedures or any that Bank may request or require subsequent to initial setup, for the Internet Banking Services, such as, but not limited to, creating and maintaining User access or identification code(s) accepted by the Bank (“**Access ID**”) and a string of words or characters for your further authentication and access approval (“**Password**”) (all such measures and procedures collectively, “**Security**”).

Procedures”), all of which are incorporated herein by reference. . Bank is not responsible for your actions or negligence in setting up your security access to Internet Banking Services or designating or allowing Users access to the Service or assigning Access IDs to Users.

Password and Security. If you are issued or create any Password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your Password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at our Customer Service Support number at (800) 531-1401. See also Section IV.H., “**Liability & Unauthorized Use,**” below regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

Neither you nor your User will disclose any information pertaining to the use or the components of the Internet Banking Services to any other persons. **YOU AGREE THAT YOU ARE RESPONSIBLE FOR YOUR ACTIONS AND THE ACTIONS OF ANY AND ALL USERS IN UTILIZING THE INTERNET BANKING SERVICES, INCLUDING BUT NOT ONLY ANY PAYMENTS, TRANSFERS, OR OTHER TRANSACTIONS YOU OR ANY USERS AUTHORIZE USING THE SERVICE. YOU AGREE TO ENSURE THAT ALL YOUR USERS UNDERSTAND AND COMPLY WITH ALL APPLICABLE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AGREE YOU ARE RESPONSIBLE FOR ALL ACTIVITY OF ANY USER UTILIZING THE INTERNET BANKING SERVICES, EVEN IF YOUR USER EXCEEDS YOUR AUTHORIZATION.** You should not leave your Computer unattended while using the Service, and you should log out after completing an Internet Banking Service transaction.

You agree to the Security Procedures required or recommended by Bank in connection with the Service. Such Security Procedures offered by Bank are described herein and in related instructions and communications applicable to the Service provided online or otherwise by the Bank. As part of those Security Procedures, Bank may employ various authentication technologies, including, but not limited to, use of Access IDs, Passwords, and other “**Additional Authentication Information**” (“**AAI**”) that Bank may require you to provide at Bank’s sole discretion. Bank employs various security and authentication technologies to ensure that you are communicating directly with Bank and also to ensure that your Computer is communicating with a legitimate Bank computer—but the purpose of the Security Procedures is not to detect errors in any transmission or content. You agree that you are responsible for establishing and maintaining internal procedures reasonably adapted to insure the confidentiality and security of the Security Procedures. **YOU AGREE THAT YOU WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER YOUR ACCESS ID AND PASSWORD AND ANY AAI PROVIDED BY BANK AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL YOU WOULD USE FOR CASH, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL IN THE CIRCUMSTANCES.**

No Bank employee, nor any company affiliated with Bank or a third party Service Provider of Bank will contact you by Email or phone requesting your Access ID, Password, or any AAI. If you are contacted by anyone requesting such information, **YOU WILL NOT GIVE ANY OF YOUR INFORMATION OUT**, and you will contact Bank immediately to report the details of the incident. Please see Bank’s Privacy Notice on its website for details regarding the safekeeping of your personal information.

If your Account is a Business Account, or if you use your Account for business purposes, you also agree to (i) keep all Security Procedures, including but not only Access IDs, Passwords, or other security codes, strictly confidential, disclosing them only to trustworthy employees or other Users who have access to them as necessary to perform their duties related to the Services; (ii) instruct those employees that they are not to disclose any Security Procedures to any other person or entity; and (iii) establish and maintain and follow all procedures necessary to assure the Security Procedures will be maintained in strictest confidence. You further agree to notify the Bank immediately if any of the Security Procedures become known to an unauthorized person or if you believe they have become known to an unauthorized person. Bank may disable Passwords of Users even without receiving such notice from you if Bank or its Service Provider(s) suspect Password(s) are being used in an unauthorized or fraudulent manner. You agree that the Security Procedures are commercially reasonable and appropriate for your intended use of the Service, and you agree to be bound by the Bank's Security Procedures, which may be periodically updated. You agree that the Security Procedures used by you and the Bank in connection with the Services are to be used to verify the authenticity and validity of communications, including requests for funds transfers, received by the Bank in the entity's or your name, and are not intended to detect errors in such communications.

C. Other Responsibilities of You and Your User.

Reviewing Statements. Unless you have opted to receive your statements electronically, you will continue to receive regular Account statements, and both types of statements describe all transactions for the Account(s), including the transactions that you have initiated through the Internet Banking Services. You are responsible for promptly reviewing all statements and notices from the Bank and reporting in writing any irregularities to the Bank at once. For all electronic transactions governed by the Consumer Financial Protection Bureau's Regulation E at 12 CFR Part 1005, errors or questions about your electronic transactions must be reported to the Bank as described in Section IV.G., "Error Resolution," below.

D. On-Line Help

You can access on-line help by accessing the "Help" feature on the Internet Banking Services screen, and you agree to do so or to call Customer Service Support at (800) 531-1401 if you have a question regarding or problem using the Internet Banking Services. Email to Bank could be delayed, so if you want Bank to receive time-sensitive information relating to your Account or Service (for example, stop payments or reporting unauthorized use of your Service or Account), you must call the Customer Service Support telephone number above or contact Bank in person and give Bank a reasonable time to act upon your request.

E. Use and Unauthorized Use of the Services; Legal Compliance

Acceptable Use. You agree that you are independently responsible for complying with all Applicable Laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten

others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section IX.H., “Notices,” below of any violations of this Agreement.

Unauthorized Acts. You agree that you have no right, title, or interest to the Internet Banking Service or system (the “**System**”) or copies of it. You will not make, or permit anyone else to make, copies of the System, nor will you modify, distribute, transmit, display, perform, reproduce, transfer, resell, lease, rent, distribute access to or republish any of the contents of the Internet Banking Services or System without the prior written consent of Prosperity, which may be withheld in its sole discretion. You agree to notify Bank promptly and in writing of any circumstances of which you have knowledge relating to any possession, use, or use of any portion of the System and/or Services by an unauthorized person. Except as otherwise required by Law, Bank will not be liable to you or any User for any losses caused by the failure of you or any User to use the Service or the Computer properly.

Prohibited Uses. You agree not to use the Service in any way that would (a) infringe any third party’s copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (c) violate this Agreement or any Applicable Law, including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising, anti-money laundering, or bank secrecy; (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 the computer network’s connection to the Service; (i) damage, disable, overburden, or impair the Service or interfere with or disrupt the use of the Service by any other user; or (m) use the Service in such a manner as to gain unauthorized entry or access to the Bank’s computer systems or the computer systems of others. You will not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Service. You agree that these and other warranties and representations you make in this Agreement will remain in full force and effect even if this Agreement terminates for any reason.

Compliance. You and we each agree to abide by all Applicable Laws pertaining to the Services. You agree that software programs, materials, tools, and technical data may be subject to U.S. export controls or the trade laws of other countries, and you agree to comply with all export control rules and regulations applicable to you. You represent and warrant that (a) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and (b) that you are not listed on any U.S. Government list of prohibited or restricted

parties, such as the U.S. Department of Treasury's Office of Foreign Asset Control's Specially Designated Nationals List (the "OFAC List").

Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms above; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under Applicable Law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

Except as required by Applicable Law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section IX.H., "Notices to Us Regarding the Service," below of any violations of this Agreement.

F. Internet Banking Service License Rights Generally

In connection with your use of the Internet Banking Service and any Internet Banking Software, Bank and its licensors (or other third parties who have directly or indirectly granted rights in those software systems and programs with respect to Internet Banking) will require your agreement to certain license rights arrangements and/or end-user agreements ("Licenses"). By enrolling in portions of the Service

relating to those software systems and programs, and/or by downloading and/or installing Internet Banking Software, you will be evidencing your acceptance of the terms and conditions of those Licenses. Bank may also condition your use of the Internet Banking Software upon your affirming such Licenses by the use of "I Accept" dialogue box acknowledgments or by other affirmative or use-based acknowledgment and agreement features.

Bank and its Service Providers (including without limitation third party providers of Internet Banking Software) reserve all rights not granted to me in this Agreement and under the terms of such Licenses. If you obtain a different Computer, you may be required to download and/or install Internet Banking Software to that different Computer, under the same terms set forth in this Agreement. You agree to delete all such software from your Computer promptly if the Licenses or this Agreement terminate for any reason. You agree Bank reserves the right to change, add to, or terminate services with Bank's third party Internet Banking Service or Internet Banking Software providers and to enter into or arrange for the provision of Internet Banking Software by other licensors and third parties.

Intellectual Property. All marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

G. Error Resolution

1. Consumer Accounts

In case of errors or questions about your electronic transfers, you will:

- a. call Customer Service Support at (800) 531-1401, or
- b. write to:

Prosperity Bank
ATTN: Internet Banking Support
1401 Avenue Q

Lubbock, Texas 79401, or

c. Send a message to us through the “Messages” feature within the Internet Banking Service,

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 released the FIRST statement on which the problem or error appeared. You must:

- (1) tell us your name and Account number,
- (2) describe the error or the transfer you am unsure about, and explain as clearly as you can why you believe it is an error or why you need more information and
- (3) tell us the dollar amount of the suspected error.

If you tell us 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 (twenty (20) Business Days if the transfer involved a new Account) 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 (ninety (90) days if the transfer involved a new Account, a point-of-sale transaction, or a foreign-initiated transaction) to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days (twenty (20) Business Days if the transfer involved a new Account) 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 Account. An Account is considered a new Account for thirty (30) days after the first deposit is made; if you are a new customer. 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.

2. Business Accounts

The Error Resolution provisions above, which are applicable to consumers and Consumer Accounts, do not apply to Business and other non-Consumer Accounts. If your Account is a Business Account, you agree to notify the Bank immediately in the case of errors or questions about a transfer listed on your statement. To provide such notice, you will:

- a. Call Customer Service Support at (800) 531-1401, or
- b. Write to Prosperity Bank, ATTN: Internet Banking Support, 1401 Avenue Q, Lubbock Texas, 79401 or
- c. Send a message to the Bank through the “Messages” feature within the Internet Banking Service.

You agree to provide notice of, and at the Bank’s request, an affidavit, regarding the problem within a reasonable time (not to exceed fourteen (14) calendar days) from the date of discovery or your receipt of the first statement, report or notice reflecting the problem, whichever occurs first.

You must notify Bank of errors, discrepancies, or possible unauthorized transactions as soon as possible upon learning of the discrepancy. If you fail to notify Bank within sixty (60) days after you have

received notice of an unauthorized or erroneous transaction, Bank will not owe you any interest on the amount in question, even if Bank is otherwise liable to you in connection with the transaction. If you fail to notify Bank of any discrepancy within one (1) year, regardless of the care or lack of care of you or Bank, you will be precluded from asserting any such discrepancy against Bank or its Service Provider(s).

Bank and/or its Service Providers shall have no liability to you for any unauthorized transactions made using your Password that occurs before you have notified Bank of any possible unauthorized use and Bank has had a reasonable opportunity to act upon that notice.

H. Liability & Unauthorized Use

1. Consumer Accounts

You must tell us AT ONCE if you believe your Access ID or Password or any other access method has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit, if applicable).

If you tell us within two (2) Business Days after you learn of the loss or theft of your Access ID or Password or other access method, you can lose no more than \$50 if someone used your Access ID or Password or other access method without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Access ID or Password or other access method, and we can prove we could have stopped someone from using your Access ID or Password or other means to access your Account without your permission if you had told us, you could lose as much as \$500.

Also, if your Account statement shows transfers that you did not make or authorize, including those made by card, code, or other means, you will tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or made available to you, you may not get back any money you lost or amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time period.

If you believe your Access ID or Password or other access method have become lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call us at Customer Service Support at (800) 531-1401, or write to Prosperity Bank, ATTN: Internet Banking Support, P.O. Drawer G, El Campo, TX 77437.

2. Business Accounts.

The Liability and Unauthorized Use provisions in Section IV.H.1. above, which are applicable to Consumer Accounts, do not apply to Business Accounts. *If you are a business customer, please contact us as described in Section IV.G.2 (Error Resolution, Business Accounts) to report unauthorized transactions. In addition, the following provisions apply to you.*

Business Customer(s) and not Bank will be solely responsible for designating Users and assigning privileges within the Internet Banking Service. **YOU REPRESENT AND WARRANT THAT THE INDIVIDUAL**

INDICATING AGREEMENT TO THIS AGREEMENT HAS THE AUTHORITY TO DO SO ON YOUR BEHALF AND THAT YOUR USERS HAVE THE APPROPRIATE AUTHORITY TO INITIATE TRANSACTIONS THROUGH THE INTERNET BANKING SERVICE. YOU AGREE TO PROVIDE BANK WRITTEN DOCUMENTATION OF SUCH AUTHORITY AT BANK'S REQUEST. YOU ALSO REPRESENT AND WARRANT THAT YOU MAINTAIN OR REQUIRE CURRENT AND UPDATED ANTI-VIRUS AND OTHER SECURITY RELATED SOFTWARE IN ALL COMPUTERS USED TO ACCESS THE INTERNET BANKING SERVICE BY YOU OR ON YOUR BEHALF.

You authorize Bank and its Service Providers to act upon, and you agree to be bound by, any transaction, whether or not authorized, that is initiated with an Access ID and Password of any User(s). Furthermore, any instructions, directions, or other information provided by you, or any of your Users will be deemed to have been authorized by you. Bank and its Service Providers will not be responsible for verifying the identity or authenticity of any person claiming to be your authorized User. YOU ASSUME ANY AND ALL LIABILITY ARISING FROM THE USE OR MISUSE OF THE INTERNET BANKING SERVICE OR ENROLLED ACCOUNTS BY YOUR USER OR AS A RESULT OF A COMPROMISED COMPUTER DUE TO A BREACH OF ANY OF THE FOREGOING WARRANTIES. IN ADDITION TO YOUR OTHER INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, YOU AGREE TO INDEMNIFY AND HOLD BANK AND/OR ITS SERVICE PROVIDERS HARMLESS FOR ANY LIABILITY AND DAMAGES RESULTING FROM OR ACTING UPON ANY TRANSACTION, DIRECTION, INSTRUCTION, OR INFORMATION THAT IS INITIATED WITH AN ACCESS ID AND PASSWORD OF YOUR USER REGARDLESS WHETHER SUCH TRANSACTION, DIRECTION, OR INSTRUCTION IS MADE BY AN AUTHORIZED USER.

You agree that Bank may send notices and other communications, including Emails, to the current address shown in Bank's records for you, whether or not that address includes a designation for delivery to the attention of any particular individual. YOU FURTHER AGREE THAT BANK AND/OR ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU IN ANY WAY IF INFORMATION IS INTERCEPTED BY AN UNAUTHORIZED PERSON, EITHER IN TRANSIT OR AT YOUR PLACE OF BUSINESS.

YOU SHALL BE SOLELY RESPONSIBLE FOR THE IMPLEMENTATION OF ALL COMMERCIALY REASONABLE SECURITY PROCEDURES TO PROTECT YOUR COMPUTER SYSTEMS USED TO ACCESS THE INTERNET BANKING SERVICE. BANK AND ITS SERVICE PROVIDERS SHALL HAVE NO OBLIGATION OR LIABILITY, AND EXCEPT FOR ANY INTERNET SOFTWARE BANK MAY HAVE SPECIFICALLY INSTRUCTED YOU TO IMPLEMENT, CONTROL, EITHER DIRECTLY OR INDIRECTLY, CONCERNING YOUR SELECTION OF SECURITY SYSTEMS OR DEVICES USED TO PROTECT YOUR COMPUTER SYSTEM(S). FURTHERMORE, NEITHER BANK NOR ITS SERVICE PROVIDERS SHALL HAVE CONTROL OVER YOUR DEVELOPMENT OR IMPLEMENTATION OF SAID SECURITY PROCEDURES OR YOUR FAILURE TO MAINTAIN SAID PROCEDURES. Business customers shall be solely responsible for any and all losses and damages arising from any authorized or unauthorized access to the Internet Banking Service using a valid Access ID and Password.

I. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section IV.I. are cumulative

and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

J. Fees

You will pay the fees for the Internet Banking Services monthly as disclosed on the Bank's Schedule of Service Charges and Fees or as we have otherwise informed you, as they may be changed by us from time to time. You can obtain current information about applicable fees by calling Bank's Customer Service Support number at (800) 531-1401 during customer service hours. These fees are in addition to any fees and service charges that you currently pay for other products or services you are receiving from Bank. Any pricing or policy changes related to the Internet Banking Services adopted by Bank in the future will constitute modifications or addendums to this Agreement but will not nullify it. You may be asked to designate an Eligible Transaction Account for selected services such as Bill Pay, and you authorize Bank to charge your Account or any other account for the fees.

If you are a consumer, some features of Prosperity Internet Banking may be currently free although Prosperity reserves the right to impose fee(s) for any such Internet Banking Services at any time in the future. For all Accounts, additional fees may apply for Bill Pay, Wire Transfer Services, ACH Origination, Lockbox, and Positive Pay services. See Prosperity Bank's Schedule of Service Charges and Fees for additional services and fees or call Customer Service Support at (800) 531-1401.

V. TERMINATION AND DISPUTES

A. Termination. Subject to Bank's rights to terminate as described in this Agreement, this Agreement shall continue until Bank receives written notification of your revocation. Termination by either party does not relieve you of your liability for transactions or responsibilities for payment of all fees incurred prior to termination. You may terminate the Service(s) by writing to Prosperity Bank, ATTN: Internet Customer Service Support, 1401 Avenue Q, Lubbock, Texas, 79401. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Internet Banking Service, in whole or in part, including without limitation the Bill Pay or Popmoney Services, at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

B. Disputes

In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that that the following rules shall apply: (a) the arbitration may be

conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

VI. LIMITS ON BANK'S RESPONSIBILITIES

A. **Failed Account Transfers.** In the event of a failed Account Transfer, Bank will not be liable for any failure of the funds to transfer in accordance with your instructions, for instance, if: (1) through no fault of Bank, your Account does not contain sufficient funds to make the Account Transfer, (2) the payment or Account Transfer would go over the credit limit on your overdraft line of credit, (3) the equipment, phone lines, or computer systems were not working properly or were temporarily unavailable, (4) Event(s) Beyond Bank's Control (defined below in Section VI.G.) prevented or interfered with the payment or Account Transfer, (5) a court order or legal process prevents Bank from making an Account Transfer or payment, (6) you have previously reported, or Bank has a reasonable basis for believing that unauthorized use of Access ID and Password, or designated account have occurred or may be occurring, (7) if you default under any agreement with Bank, or (8) if Bank or you terminate this Agreement.

B. **Failed or Returned Payment Instructions.** In using certain Services, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of

your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as may be disclosed on the Site) or your Account Agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

C. Bank's Failure to Make Electronic Funds Transfer.

1. If, not due to any Event Beyond the Bank's Control (defined below in Section VI.G.) or bona fide error on Bank's part notwithstanding the maintenance of procedures reasonably adapted to avoid any such error, Bank and/or its Service Providers fail or delay in making an electronic funds transfer in accordance with your proper instruction, or we fail to credit properly a deposit to your Account that would have provided sufficient funds for the transfer, or if we fail to stop payment of a preauthorized transfer in accordance with your proper instruction, then Bank will be liable in accordance with Applicable Law.

2. We will not, however, be liable where:

- a. your Account has insufficient funds;
- b. the funds are subject to legal process or other encumbrance restricting such transfer;
- c. such transfer would exceed an established credit limit; or
- d. as otherwise provided by Applicable Law.

3. Unless otherwise required by Applicable Law, our liability shall be limited to interest on the amount which we failed to timely pay, calculated from the date on which the payment or Account Transfer was to be made until the date it was actually made or you canceled the instruction, calculated in the manner described below in Section VII. We may pay such interest either to you or the intended recipient of the payment or Account Transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment in an erroneous amount which exceeds the amount per your Payment Instruction, or if we permit an unauthorized payment after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by Law, our liability will be limited to a refund of the amount erroneously paid, plus interest thereon from the date of the payment to the date of the refund, but in no event to exceed sixty (60) days' interest.

D. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

E. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the

appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

F. BUSINESS CUSTOMERS. IF YOU ARE A BUSINESS CUSTOMER, YOU AGREE THAT BANK AND ITS SERVICE PROVIDERS WILL BE DEEMED TO HAVE EXERCISED ALL DUE CARE AND TO HAVE ACTED REASONABLY IF THEY ACT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY YOU ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY THEIR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BANK AND ITS SERVICE PROVIDERS WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE RELATED TO THE DISHONESTY OF YOUR EMPLOYEES, OFFICERS, AGENTS, OR AUTHORIZED USERS OR:

- RESULTING FROM ANY RECEIVING FINANCIAL INSTITUTION'S FAILURE TO ACCEPT ANY PAYMENT OR FUNDS TRANSFER REQUEST;**
- RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THIS AGREEMENT THAT IS CAUSED BY AN EVENT BEYOND BANK'S CONTROL (DEFINED BELOW IN SECTION VI.G.).**

If your Account is a Business Account, you agree that the amount of any claim you bring against the Bank in connection with the Service is subject to reduction and offset on the basis of your negligence or failure to use reasonable care on your part, or negligence or such failure on the part of any other owner or signer on the Account or that of any User, or any of your agents or any of your employees that contributed to the loss that is the basis of your claim; and, to the extent to which damages could not be avoided by the Bank's use of ordinary care.

G. Events Beyond Bank's Control (Force Majeure). Neither Bank nor any of its Service Providers will be responsible for failure to perform in a timely manner under this Agreement when its failure results from any of the following causes: Acts of God or public enemies, terrorism or terrorists' acts, civil war, insurrection or riot, fire, flood, hurricane or other windstorm, explosion, earthquake or serious accident, strike, labor trouble, computer system hackers, or any cause beyond its reasonable control ("**Event(s) Beyond Bank's Control**"). Notwithstanding the foregoing, Bank shall take all reasonable steps to avoid or remove such cause of non-performance and resume performance hereunder as soon as reasonably possible. In the event of a system failure or interruption, your data may be lost or destroyed. You assume the responsibility to verify the accuracy and completeness of any transaction affected by the system failure or interruption through means other than the Service. You acknowledge that there are certain security and access availability risks associated with using open networks such as the internet, and you hereby expressly assume such risks. We are not responsible for any delay, error, damages or other loss you may suffer due to an Event Beyond Bank's Control, including a malfunction or misapplication of your Internet service provider, wireless provider, or third parties, or any equipment you may use to access or communicate with the Service, and you hereby expressly assume such risks.

VII. EXCLUSIONS OF WARRANTIES AND LIMITATION OF DAMAGES

Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES

DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

YOUR USE OF ANY INTERNET BANKING SOFTWARE OR INTERNET BANKING SERVICE, AND ANY MATERIAL OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED VIA INTERNET BANKING IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE INTERNET BANKING SERVICE IS SECURE, YOU AGREE THAT WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE INTERNET BANKING SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS. YOU AGREE THAT WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO ANY PART OF THE INTERNET BANKING SERVICES, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

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

If Bank should become liable to you for interest compensation under this Agreement or applicable Law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district including Houston, Texas for each day interest is due, computed on the basis of a three hundred sixty (360) day year. IN ADDITION TO ANY OTHER PROVISIONS IN THIS AGREEMENT LIMITING BANK'S LIABILITY, BANK IS NOT RESPONSIBLE OR LIABLE FOR ANY OF YOUR LOSSES OR DAMAGES IF YOU DEFAULT UNDER THIS AGREEMENT, THE ACCOUNT DOCUMENTS, OR ANY OTHER AGREEMENT YOU HAVE WITH BANK OR IF BANK OR YOU TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE TERMS HEREOF.

Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EXCEPT AS MAY OTHERWISE BE REQUIRED BY APPLICABLE LAW, BANK WILL NOT BE LIABLE TO YOU FOR ANY MATTERS RELATED TO THIS AGREEMENT EXCEPT FOR ACTS OF GROSS NEGLIGENCE OR WILLFUL BREACH OF DUTIES BY BANK. EXCEPT AS MAY OTHERWISE BE REQUIRED BY APPLICABLE LAW, AND OTHER THAN PAYMENT OF INTEREST AS DESCRIBED ABOVE IN SECTION VI.C. AND BELOW, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF THE SERVICE WILL BE FOR BANK TO USE COMMERCIALY REASONABLE EFFORTS TO PERFORM AND ADJUST OR REPAIR THE SERVICE. BECAUSE SOME STATES DO NOT ALLOW FOR THE EXCLUSION OF CERTAIN WARRANTIES, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE

THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO EVENTS BEYOND BANK'S CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTION V.B. ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

VIII. INDEMNIFICATION AND RELEASE

IN ADDITION TO MY OTHER INDEMNIFICATION OBLIGATIONS HEREIN, YOU AGREE AS FOLLOWS:

INDEMNIFICATION. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THEIR AFFILIATES AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FROM ANY LOSS, DAMAGE, CLAIM OR DEMAND (INCLUDING ATTORNEY'S FEES) MADE OR INCURRED BY ANY THIRD PARTY DUE TO OR ARISING OUT OF (I) YOUR BREACH OF THIS AGREEMENT AND/OR YOUR USE OF THE SITE OR THE APPLICABLE SERVICE; (II) THE USE OF THE SERVICE BY ANYONE USING YOUR ACCESS ID OR PASSWORD OR THE CREDENTIALS WE ASSIGN TO SOMEONE ELSE AT YOUR DIRECTION; (III) YOUR VIOLATION OF APPLICABLE LAW, CLEARINGHOUSE ASSOCIATION RULES OR THE RIGHTS OF ANY THIRD PARTY; OR (IV)

YOUR PROVISION TO US OF A TELEPHONE OR MOBILE PHONE NUMBER, EMAIL ADDRESS OR OTHER DELIVERY LOCATION THAT IS NOT YOUR OWN. THE TERMS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

IX. GENERAL PROVISIONS

A. Governing Law. This Agreement is governed by and will be interpreted under applicable federal law and the laws of the State of Texas without regard to its conflicts of laws provisions.

B. Severability; Captions. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

C. Assignment. You may not assign this Agreement to any other party. Bank may assign this Agreement or any of its rights and responsibilities under this Agreement in its sole discretion.

D. Entire Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between us and you regarding the Internet Banking Services and the portion of the Site through which the Service is offered, which supersedes any proposal or prior agreement, oral or written, and any other communications between us. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to our Customer Service Support personnel), the terms of this Agreement will prevail.

E. Waiver of Trial by Jury. The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. This provision is a material inducement for the parties entering this Agreement.

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

G. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to:

Prosperity Bank
ATTN: Internet Banking Support
1401 Avenue Q
Lubbock, Texas 79401.

We may also be reached at (800) 531-1401 for questions and other purposes concerning the Service. We will act on your telephone calls as described above in Section IV.G.22, "Error Resolution," but otherwise, such telephone calls will not constitute legal notices under this Agreement.

H. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product Message within the Service, Emailing it to an Email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in the Electronic Disclosure Consent Statement you received in your enrollment materials (calling us at (800) 531-1401). We will provide the first copy for free. Charges may apply for additional paper copies. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

J. Survival. Expiration or termination of this Agreement shall not release either you or us of our respective obligations of payment for Products actually delivered or Services actually performed prior to date of termination, or from warranty, intellectual property rights, governing law, notices, disputes or waiver of jury trial, or from the confidentiality or indemnity provisions hereof.

K. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

IF YOU ENROLL IN AND BANK HAS APPROVED THE BILL PAY AND POPMONEY SERVICE, THE FOLLOWING SECTIONS X. AND XI. WILL APPLY TO YOUR USE OF THOSE SERVICES. YOU CAN ENROLL BY LOGGING ONTO THE INTERNET BANKING SERVICES AND CHOOSING BILL PAY, INCLUDING POPMONEY. Bill Pay and Popmoney Services are provided together and cannot be obtained separately. In the event of a conflict between the provisions of Sections X. and XI. and the provisions elsewhere in this Agreement, the provisions of Sections X. and XI. will control with respect to the Bill Pay and PopMoney Services.

X. BILL PAY - TERMS AND CONDITIONS

BILL PAYMENT SERVICE ADDITIONAL TERMS

1. Description of Service. The term “Bill Payment Terms” means these Bill Payment Service Additional Terms. The bill payment service (for purposes of these Bill Payment Terms, and the General Terms as they apply to these Bill Payment Terms, the "Service") enables you to receive, view, and pay bills from the Site to Billers you have specified. Our receipt of your Payment Instructions authorizes us to debit your Eligible Transaction Account and to remit funds on your behalf to the designated Biller.

2. Payment Scheduling. The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

3. The Service Guarantee. Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or other financial institutions, some transactions may take longer to be credited to the Biller’s account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the Section 2 of the Bill Payment Terms (Payment Scheduling), subject to the circumstances outlined in Section 4 below.

4. Payment Authorization and Payment Remittance. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 3 of the Bill Payment Terms) shall be void if the

Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller;
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances;
5. Payee is a blocked person under OFAC List;
6. You have previously reported, or Bank has a reasonable basis for believing that unauthorized use of an Access ID and Password, or designated account have occurred or may be occurring; or
7. Payee delays crediting the payment or fails or refuses to accept a payment delivered by Bank.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges up to \$50 as provided in the Service Guarantee in Section 3 of the Bill Payment Terms.

5. Payment Cancellation Requests. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Internet Banking portion of the Site through which the Service is offered, currently located in the Payments section. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

6. Stop Payment Requests. The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service Support for the Service in the manner set forth in Section IV.G., "Error Resolution," above. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

7. Exception Payments Requests. Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in Section 3 of the Bill Payment Terms) does not apply to Exception Payments.

8. Bill Delivery and Presentment. The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

1. Presentation of electronic bills – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
2. Paper Copies of electronic bills – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
3. Sharing Information with Billers – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service’s records and the Biller’s records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for “trial basis” electronic bills.
4. Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller’s services and/or bill information.
5. Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

6. Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
7. Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
8. Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
9. Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
10. Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

9. Disclosure of Account Information to Third Parties. It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy (as further described in Section II.A.3. (Your Privacy) of the General Terms), in addition to the circumstances set forth in Section II.A.5. of the General Terms (Information Authorization):

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

10. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Section VI.B. of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient fees in the Billing Account.

11. Biller Limitation. The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Service will notify you promptly if it decides to refuse to pay a Biller designated by you. as set forth in Section VI.E. of the General Terms (Prohibited Payments) or an Exception Payment under this Agreement.

12. Returned Payments. In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service if required by Applicable Law.

13. Information Authorization. In addition to Section II.A.5. of the General Terms (Information Authorization), you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

14. Definitions.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

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

"Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to an account that you hold with us, and from which bill payments will be debited.

"Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

XI. POPMONEYSM PERSONAL PAYMENT SERVICE TERMS OF USE.

POPMONEY[®] PAYMENTS SERVICE ADDITIONAL TERMS

1. Description of Service.

- a. The term "Popmoney Terms" means these Popmoney Payments Service Additional Terms. "Popmoney" is a trademark of CashEdge Inc. or its Affiliates. The Popmoney Service is part of the Service(s). The Popmoney Service (for purposes of these Popmoney Terms, and the General Terms as it applies to these Popmoney Terms, the "Service") enables you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. Although the ACH Network is often used to execute Popmoney Service Payment Instructions for the Popmoney Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. All payments must be made through the Site and are subject to the terms of this Agreement and Applicable Laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and Applicable Laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through www.Popmoney.com (the "Popmoney Website") and if you choose to initiate or receive a payment at the Popmoney Website you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Popmoney Website and applicable laws and regulations, in each case as in effect from time to time.
- b. The Instant Payments feature within the Popmoney Service ("Popmoney Instant Payments") uses Payment Networks designed to transfer funds on the same day or sooner, if practicable, to debit or credit funds to the Eligible Transaction Account of the Receiver, as applicable. Popmoney Instant Payments is only available for Payment Instructions submitted by a Sender to a Receiver (and not via a Popmoney Request). Not all Payment Networks participate in Popmoney Instant Payments. Popmoney Instant Payments are not instantaneous. Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability.

2. Payment Authorization and Payment Remittance.

- a. By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
- b. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site or otherwise) at the time you initiate the Payment Instruction, and to

remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.

- c. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section IV.G. of the General Terms (Error Resolution).
- d. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you. Furthermore, you agree that our third party providers of the Popmoney Service will not be subject to liability to you.
- e. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
 - 1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
 - 2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
 - 3. The payment is refused as described in Section 5 of the Popmoney Terms below;
 - 4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
 - 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
- f. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

- g. **Popmoney Instant Payments:** We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks. Notwithstanding anything to the contrary in the Agreement, Popmoney Instant Payments settlements are final except as set forth in the applicable Payment Network rules and recovery may not be possible; however, if applicable Payment Network rules allow for reversal of funds, we will attempt to recover such funds from the Receiver's Eligible Transaction Account. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Popmoney Instant Payments. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications. We will choose the Payment Networks in which we will participate in our sole discretion.

3. Initiation of Payment Instructions. You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Options (b) and (c) above are not available for Popmoney Instant Payments. Further details about each of these options can be found in the Internet Banking portion of the Site, currently in the Bills & Payments section.

Payment Instructions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an Email address and/or mobile telephone number) and the Popmoney Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Popmoney Website and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "**Two-Step Transfer**"). If the Receiver maintains an Eligible Transaction Account with an institution that participates in or offers the Popmoney Service, the Receiver may access the Popmoney Service at his or her financial institution's website or mobile application to complete the Payment Instruction and receive the payment.

For Popmoney Instant Payments, you can initiate a Payment Instruction using (i) the Receiver's Email address or mobile number, and the Popmoney Service will validate the Popmoney Instant Payments eligibility of the Receiver prior to transferring the funds; or (ii) the Receiver's debit card information, and the funds will be immediately deposited into the Receiver's checking or savings account affiliated with the debit card. Not all Payment Networks participate in Popmoney Instant Payments. Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability.

You understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the Popmoney Service, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, other than with respect to Popmoney Instant Payments, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account

will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not provided the Popmoney Service with certain required information such as his or her Eligible Transaction Account information. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or ten (10) Business Days. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions of Section 5 of the Popmoney Terms, below.

4. Receiving Payments. If another person wants to initiate a Payment Instruction (including in response to a Popmoney Request, if applicable) using the Popmoney Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Popmoney Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Popmoney Service or at the Popmoney Website.

You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send Emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may also receive Popmoney Requests from others through the Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the Sender, because there were not sufficient funds in the Sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

If applicable, if you as a Requestor initiate a Popmoney Request using the Service you acknowledge and agree that as disclosed on the Site or otherwise (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Popmoney Request is sent. Further details about the foregoing can be found on the Site or by calling Customer Service Support at (800) 531-1401. You acknowledge and agree that individuals to whom you send a Popmoney Request may not receive, or otherwise may reject or ignore, your Popmoney Request. We do not guarantee that you will receive any payments from individuals by initiating a Popmoney Request.

5. Payment Cancellation, Stop Payment Requests and Refused Payments. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Popmoney Instant Payments Payment Instructions may not be cancelled as the Payment Instructions will be processed immediately. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting Customer Service Support. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by Applicable Law.

6. Mobile Phone Users. Your phone service provider is not the provider of the Service. Users of the Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions about mobile service, you may send a text message with the word "HELP" to this number: 767666. To stop receiving text messages on your mobile phone, text "STOP" to this number: 767666.

7. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site or otherwise or by calling Customer Service Support at (800) 531-1401. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as Popmoney Request, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section VI.B. of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the

Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.

8. Refused Payments. We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender.

9 Returned Payments. In using the Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Service.

10. Definitions.

"Popmoney Request" means functionality that, if provided to you, allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Popmoney Service.

"Receiver" is a person or business entity that is sent a Payment Instruction through the Service.

"Requestor" is a person that requests an individual to initiate a Payment Instruction through the Popmoney Service.

"Sender" is a person or business entity that sends a Payment Instruction through the Service.

Proceed with Enrollment for the Internet Banking Service.

By clicking the "I agree" button below you represent that you are the owner of an Eligible Transaction Account enrolled or to be enrolled in the Internet Banking Services and/or have been authorized by the owner to enroll for the Internet Banking Services. Clicking on the "I Agree" button also indicates you have read and understand this Agreement and have had opportunity to review this Agreement with an advisor of your choice if so desired. By clicking on the button below that is labeled "I Agree" or similar wording, you are agreeing to the terms and conditions of this Agreement and affix your electronic signature to this Internet Banking Services Agreement.

You understand you can obtain a copy of this Agreement, including the Bill Pay and Popmoney provisions, at any time by accessing the Internet Banking section of the Prosperity Bank website (<https://prosperitybankusa.com>).

I AGREE