



## Electronic Banking Agreement and Online

### Statements and Notices Consent and Disclosure

This Electronic Banking Agreement (“Agreement”) between you and American Bank, N.A. (“Bank”) contains the terms and conditions governing use of the Bank’s Electronic Banking Services (as defined herein). “You,” “your,” and “yours” mean the depositor(s) and/or user(s). When you use any of the Services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement. The terms and conditions of this Agreement, together with all amendments or modifications thereto, are cumulative with, and in addition to, any terms of the Deposit Account Agreement and related deposit account signature cards and authorizations, loan account agreements, the applicable deposit and loan account disclosures, and any credit account agreements relating to any credit accounts you may have with the Bank. To the extent expressly provided for otherwise herein, should any inconsistency exist or arise between the terms of this Agreement and any other agreement you have with the Bank, the terms of the Agreement shall control, but only to the extent of the inconsistency. “Bank,” “we,” “our,” “ours,” and “us” mean American Bank, N.A. A “Business Day” is any day we are open for banking business except Saturdays, Sundays, and federal banking holidays. All references to cut-off times are to the current time in the Central Time Zone. “Such as” means the terms that follow are examples and are not intended to limit the possibilities.

#### 1. General.

The Bank’s Electronic Banking Services (the “Services”) include access to both Business and Personal Online Banking and Mobile Banking services. You can use Online and Mobile Banking to check the balance of your accounts, view account transaction histories, transfer funds between your accounts, conduct Bill Pay transactions, enroll in Text Banking, access Online Statements and Notices, and perform other services as provided. In some instances, balances and transaction history may only reflect activity conducted through the close of the previous Business Day. The Bank may, from time to time, introduce new features to the Services or eliminate features from the Services in the Bank’s sole discretion. Some of the features may not be available to certain accounts, devices or clients. You agree that your use of the Services after the Bank provides notice of such new features or changes constitutes your acceptance of the new terms and conditions applicable to the new or eliminated features.

#### 2. Access.

To use the Services, you must have at least one account at the Bank, access to Internet service, an e-mail address and access to a telephone to receive Secure Access Codes. The Services can be used to access only the accounts for which you are an owner or authorized signor. Personal Online Banking access to accounts through self-enrollment is granted to all non-business accounts that a user has access to with their American Bank relationship. If you wish to disable online access to a particular account, you must contact the Bank. Commercial or non-consumer accounts may be added by submitting a Commercial Registration form to the Bank. Accounts may only be deleted from the Services by contacting Customer Service or by sending us a secure message through the Services. Access to accounts through the Services will be based upon the identification of users and authority levels verified during the registration process. **We undertake no obligation to monitor transactions through the Services to determine that they are made on behalf of the account holder.**

### 3. User Access Codes.

When registering for Services for personal accounts by completing the online enrollment process, you will create your user name and password (collectively, "User Access Codes") during enrollment. When registering for business accounts by completing the online enrollment process, you establish your user name and password. You will later be assigned a Company ID which will be a third "User Access Code." Your User Access Codes will be used when you log into Online Banking or Mobile Banking. You will determine what password you will use, and your password is never communicated to us. You agree that we are authorized to act on instructions received under your User Access Codes. You accept responsibility for the confidentiality and security of your User Access Codes and agree to change your password periodically.

You will be required to create a password that complies with our security standards. Your password shall not be associated with any commonly-known personal identification information, such as Social Security number, address, date of birth, or names of children. You should not use a password you use on other Internet sites. Your User Access Codes should be memorized rather than written down.

### 4. Security Procedures; Unauthorized Transactions.

These security procedures are in addition to the security procedures contained elsewhere in this Agreement and in any other agreement you have with the Bank. You understand the importance of your role in preventing misuse of your accounts through the Services, and you agree to promptly examine your bank statement for each of your bank accounts as soon as you receive it. You agree to protect the confidentiality of your accounts, account number, and User Access Codes. Your User Access Codes are intended to provide security against unauthorized entry and access to your accounts.

Notwithstanding our efforts to ensure that the Services are secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including e-mail, occur openly on the Internet and can be potentially monitored and read by others. **You agree to defend, release, hold harmless, and indemnify the Bank from and against any and all claims of any nature arising out of any such access by a person you have authorized, permitted or enabled to have access to your Bank accounts via the Services.** You agree to follow the security procedures contained in this Agreement and agree that the security procedures provided by the Bank are commercially reasonable. The Bank reserves the right to change any or all of the security procedures offered and/or used at any time by giving oral or written notice to you. You agree that your use of the Services after the Bank provides notice of such changes constitutes your acceptance of the new security procedures.

Contact us immediately if you believe your User Access Codes have or may have been compromised, if someone has transferred or may transfer money from your account without your permission, or if you believe your online statement or applicable notice is lost or that someone has obtained access to your online statement or applicable notice without your permission. The best way to minimize loss is to tell us immediately. The unauthorized use of your Services could cause you to lose all of your money in your accounts, plus any amount available under any Overdraft Privilege you may have.

The Bank will replace the User Access Codes in accordance with the Bank's standard security requirements related to the Services. To the maximum extent permitted by applicable law, you will be solely liable for all transactions initiated before the Bank has received such notification and has had a reasonable opportunity to act on such notification. You acknowledge that the purpose of security procedures is to authenticate the identity of the person initiating the action, not to detect

errors in any transmission or content. The Bank is not agreeing to any security procedures or other procedure for the detection of errors. You represent that for the Services, you consider the security procedures to be commercially reasonable with respect to the size, type, and frequency of transactions you anticipate submitting.

No Bank employee, nor any company affiliated with or a third-party service provider of the Bank, will contact you via e-mail or phone requesting your User Access Codes. If you are contacted by anyone requesting this information, **DO NOT GIVE ANY OF YOUR INFORMATION OUT**, and please contact us immediately to report the details of the incident.

Unless otherwise subject to the provisions of Regulation E for consumer clients as further described in your Deposit Account Agreement, you are responsible for all payments, transfers or other transactions you authorize using the Services. When you give someone your User Access Codes or permit other persons to use your computer or mobile device to access Online Banking or Mobile Banking services, you are authorizing that person to use your Services, and you are responsible for all transactions that person performs while using your Services. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized. Additional information regarding unauthorized transfers can be found in your Deposit Account Agreement.

Transactions initiated by you, or by someone acting with you or at your instruction, with fraudulent intent are also deemed authorized transactions. For your protection, sign off after every Online Banking and Mobile Banking services session.

The Bank in its sole discretion may refuse to process an online transaction which appears to be outside your normal banking pattern or involves a suspicious transaction. In any event, the Bank shall have the right to refuse to process a transaction with a specially designated national, identified as such by the U.S. Department of Treasury's Office of Foreign Asset Control (OFAC) on, among others, its Specially-Designated Nationals List. The Bank shall not be liable for any consequential or special damages for either refusing to process a transaction that falls within this section or to the contrary, for processing a transaction that you believe could have been refused.

If you access the Mobile Banking services on your mobile device, you understand that you will be required to enter your User Access Codes. The Mobile Banking services may include your name and certain information about your account, such as the last 4 digits of your account numbers or specific account transaction information. **You understand and acknowledge that transmission of your masked account number and specific information, including dollar amounts or individual payees and payors, does not constitute transmission of personal or private information, and you hereby authorize us to send such information via the Mobile Banking services to your mobile device. Use of our normal security procedures for maintaining confidentiality and security of information constitutes fulfillment of our obligations to exercise due care.**

You agree to the security procedures used by the Bank in connection with the Services. Such security procedures offered by the Bank are described herein and in related documentation applicable to the Services. As part of the security procedures, the Bank may employ various authentication technologies, including, but not limited to, use of IDs, passwords and other "Additional Authentication Information" ("AAI") or "Out of Band Authentication" ("OOBA") that the Bank may require you to provide at the Bank's sole discretion. The Bank employs various security and

authentication technologies to ensure you are communicating directly with the Bank, and to ensure your computer or mobile device is communicating with a legitimate Bank computer. You are responsible for the establishment and maintenance of your internal procedures reasonably adapted to insure the confidentiality and security of security procedures. YOU UNDERSTAND AND AGREE THAT YOU WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER YOUR USER ACCESS CODES, AND, FOR SUCH ITEMS, SHALL USE SECURITY COMPARABLE TO THE SECURITY AND CONTROL YOU WOULD USE FOR CASH, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL IN THE CIRCUMSTANCES.

#### 5. Hours of Access.

You can use the Services seven days a week, twenty-four hours a day, although some or all Services may not be available occasionally due to unexpected outages including emergency or scheduled Services maintenance.

#### 6. Transfers and Check Stop Payments.

Transfers and check stop payments can be submitted through the Services. The Services identify transfers and stop payments based upon the User Access Codes of the user who made the transfer or stop payment. Cut off times and fees apply as disclosed to clients and may change from time to time.

#### 7. Account Alerts.

When certain changes are made to the account(s) you have set up in the Services, the Bank will automatically send you an account alert letting you know the change was made. You should contact us immediately if the change(s) was not authorized by you or another person authorized to make the change on your behalf. Additionally, you have the option to set up, or change from time-to-time, one or more categories of information about which you wish to receive voluntary account alerts from the Bank. You can choose to have account alerts sent to an e-mail address that you designate, and, if available, to your mobile device that accepts SMS text messages. You understand and agree that your account alerts may be delayed or prevented by a variety of factors beyond the Bank's control, and the Bank neither guarantees the delivery of, nor the accuracy of, the contents of any account alert. You also understand and agree that the Bank shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an account alert. Because account alerts are not encrypted, the Bank will never include your User Access Codes or full account number. However, account alerts may include your name and some information about your accounts. Depending upon which account alerts you select, information such as your account balance or the due date for your loan payment may be included. Anyone with access to your phone, e-mail, or mobile device (including SMS text messages, if available) will be able to view the contents of these alerts.

#### 8. Bill Payment Service.

By using the Bill Pay service, you agree that based upon instructions received under your User Access Codes, we can charge your designated account by electronic transfer or by debiting and remitting funds on your behalf. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you. The Bank may use an affiliated or nonaffiliated third party acting on our behalf to process your bill payments.

The Mobile Bill Pay service allows you to use a compatible mobile device operating system that meets the specifications established by the Bank in its sole discretion to direct payments to payees

that you wish to pay from within the American Bank Mobile Banking Applications, subject to the terms and conditions of this Agreement.

You agree that payments made using the Mobile Bill Pay service are the same as those made using paper checks, drafts, or transfers, or those made through the Online Banking Bill Pay service and are bound by the same rules, regulations, state, and federal laws.

- a. **Entering Payments.** Bill payments can be entered as single payments, multiple payments, or recurring payments. For single or multiple payments, you must enter a “deliver by date.” If you designate a bill payment as a “recurring” transaction, you must enter a first “Send Date” and a “deliver by date” that reoccurs on a specified regular basis (i.e., weekly, bi-weekly, monthly, etc.), and you must select an “end date” or the maximum number of payments to be processed. Recurring bill payments that do not fall on a Business Day will be processed on the next Business Day. Sufficient funds must be available on the Send Date for the payment to be made.
- b. **Cancellation or Change.** You may cancel or change a payment’s processing as long as you do so before 3:00 p.m. Central Time on the date the payment is scheduled to be made (“Process Date”). This cut off time may change from time to time.
- c. **Due Dates.** You understand and agree that you must allow sufficient time for your payment to reach the payee so that it may be processed prior to the payee’s due date, excluding any applicable grace period. The Bank strongly recommends that you allow adequate time between the date a payment is scheduled to be sent and the payee’s due date.
- d. **Rush/Expedited Payments.** If you set up an expedited payment, you are making an expedited payment to a participating payee. The Bank may use an affiliated or nonaffiliated third party acting on our behalf to process your payments. You cannot cancel an expedited payment transaction once it has been submitted to the Bank. By choosing to use the expedited payment service, you agree to the fee disclosed when choosing the Rush Payment method within the Bill Pay service.
- e. **E-Bills.** E-bills is a feature of the Bill Pay service that enables you to receive bills electronically from participating payees. Participating payees establish their own criteria for reviewing requests to receive e-bills and have sole discretion to accept or decline your request. The Bank does not participate in this decision. Participating payees generally take up to five Business Days to approve an e-bill set-up request. In some cases, we obtain the e-bill from the website of the payee. To do so, we will ask you for information needed for this purpose, such as any required password. When you provide this information, you authorize us to access the third-party website to retrieve the account information on your behalf, and you appoint us as your agent for this limited purpose. We take no responsibility if a payee does not provide the necessary data to forward an e-bill in a timely manner. If you do not receive an e-bill, it is your responsibility to contact the payee directly. We are not responsible for any late charges or other adverse consequences. Any questions regarding your bill details should be directed to your payee. All parties have the right to cancel the service at any time. We will notify you if we or a payee discontinues/stops e-bills.
- f. **Currency, Payee and Dollar Amount Restrictions.** All bill payments must be payable in U.S. dollars to a payee located in U.S. states and territories. Bill payment dollar amounts are limited based on the service you have. The Bank may: (i) restrict categories of payees to whom

payments may be sent, (ii) refuse to pay any payee for any reason at the Bank's discretion and (iii) reduce the cap payment amount without notice.

## 9. Mobile Banking.

- a. **General.** You understand and acknowledge that the Mobile Banking services allow you to conduct certain Services via your mobile device, including the ability to check the balance of your accounts, view account transaction histories, transfer funds between your accounts, deposit checks via Mobile Deposit and initiate person-to-person payments on your mobile device. The Bank, in its sole discretion, shall determine which services shall be included in the Mobile Banking services. From time to time, the Bank may develop additional Mobile Banking services, and you understand that you will have the opportunity to take advantage of them, provided that you have the necessary mobile device and related hardware and software. This Agreement is by and between you and the Bank, and the Bank is solely responsible for the Mobile Banking services and their contents. Neither Apple<sup>®</sup>, Inc., Google, Inc. (Android<sup>™</sup>) or Amazon (Kindle) is responsible for the Mobile Banking services or their contents. Some of the Mobile Banking services may not be available for certain accounts or clients. The Bank reserves the right to modify the scope and type of activities offered via the Mobile Banking services at any time in the Bank's sole discretion. The Bank also reserves the right to refuse to make any transaction you request through the Mobile Banking services for a variety of reasons as set forth in any of the agreements listed in this Agreement governing your use of the services (e.g., Deposit Account Agreement). As a layered approach to security, when using Mobile Banking, you may be asked to re-authenticate yourself by entering your User Access Codes to access certain features and functionality.
- b. **Relation to Other Agreements.** In addition, you understand and agree you are still subject to the terms and conditions of any agreement you have with any unaffiliated third-party service providers, including, but not limited to your mobile service provider or any third-party provider of or marketplace for the Mobile Banking services (e.g., Apple<sup>®</sup>, Inc. or Google, Inc. (Android<sup>™</sup>)), and this Agreement does not amend or supersede any of those separate third-party service provider agreements. You understand that such services may provide for fees, charges, limitations and restrictions which might impact your use of the Mobile Banking services (e.g., data use charges, etc.), and you agree to be solely responsible for all such fees, charges, limitations and restrictions. You agree that only your mobile service provider is responsible for the performance and operation of its products and services, including your mobile device and the mobile service provider's own network. You agree to resolve any problems with your mobile service provider without involving the Bank, Apple<sup>®</sup>, Inc. or Google, Inc. (Android<sup>™</sup>). You must comply with applicable third-party terms when using the Mobile Banking services (e.g., you cannot be in violation of your wireless provider agreement when using the Mobile Banking services).
- c. **Processing Equipment and Processing Software.** You understand that if you choose to utilize the optional Mobile Banking services, you must have a mobile device with the ability to access the Internet via a web browser, the ability to download the American Bank Mobile Banking Application designed specifically for your mobile device, as well as any other compatible hardware and software necessary to operate such mobile device. The mobile device must have a compatible mobile device operating system that meets the specifications established by the Bank in its sole discretion. Compatible mobile device operating systems may be established by the



Bank from time to time, but as of the effective date of this Agreement, compatible mobile device operating systems include Apple® iOS and Android™ operating systems. You understand that you also must have a mobile device service plan with a suitable mobile device service provider of your choice. You understand that the Bank is not responsible for any errors or failures of your mobile device or its software and is not responsible for any viruses or related problems that may be associated with your use of Mobile Banking services. You must obtain the American Bank Mobile Banking Application in the Apple® app store, Google Play™ store (Android™) or Amazon Appstore (Kindle) and install it on your mobile device to use the American Bank Mobile Banking Application. You must comply with the mobile device hardware, software, and other requirements, as well as applicable security procedures, as set forth in this Agreement and in any related documentation or any supplemental information and/or instructions provided by the Bank. For the Mobile Deposit service in particular, you understand that failure to comply with mobile device hardware, software and other requirements regarding the Mobile Banking services may result in you being unable to generate a Sufficient Copy of the check that is required to create an electronic image to complete a Mobile Deposit transaction. The Bank reserves the right as encryption technology develops to impose additional requirements to maintain the appropriate level of security for the Mobile Banking services and transactions contemplated hereunder, and you agree to abide by such requirements. Furthermore, you understand and acknowledge that if you do not implement and follow all commercially-reasonable hardware, software, physical access and physical storage security procedures regarding any of the data owned by you, which includes such data containing your sensitive personally identifiable information, the security of your Mobile Banking services may be compromised. You understand, acknowledge and agree that installation, maintenance and operation of your mobile device (hardware and software) and related security procedures that you adopt and follow, including, but not limited to, data security protection, firewalls and anti-virus software, is your sole responsibility, and that you are solely responsible for securing, encrypting, protecting and otherwise safeguarding the data owned by you. In addition to other limitations on the Bank's liability contained elsewhere in this Agreement, you understand, acknowledge and agree that the Bank is not responsible for any losses or damages resulting from any errors or failures of your mobile device or data processing services, including, but not limited to any mobile device virus or malware attack (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to the data owned by you, or any mobile device network problems that may be associated with your access and use of our Mobile Banking services. For avoidance of doubt, you understand, acknowledge and agree that all data provided by you to the Bank (including, but not limited to, electronic images or Substitute Checks) retained on any processing equipment, processing software, or any other processing equipment or software (including your mobile device used by you in conjunction with the Mobile Banking services), and all data produced, compiled or otherwise provided by the Bank to you, in any form or format, is your sole and exclusive property and copies thereof shall be provided to you at your request from time to time. Once such data owned by you is delivered by the Bank to you, retrieved by you from the Bank, or otherwise created as a byproduct of a transaction between you and the Bank and retained by you, such data owned by you is solely within your possession and control.

- d. **Maintenance and Support.** The Bank is solely responsible for providing any maintenance and support services with respect to the Mobile Banking services, as specified in this Agreement and under applicable law. The Bank and you acknowledge that neither Apple®, Inc. Google, Inc.

(Android™) or Amazon (Kindle) have any obligation whatsoever to furnish any maintenance and support services with respect to the Mobile Banking services.

- e. **Copyrights and Other Intellectual Property; User Conduct.** The license granted to you for the Mobile Banking services is a non-transferable license to use the Mobile Banking services on a device that you own or control and as permitted by the usage rules and terms of service governing the Apple®, Inc. App Store or the Google Play™ store or the Amazon Playstore, as applicable. Except where otherwise expressly noted or as noted below, all contents of the Mobile Banking services, including the graphics, icons and overall appearance of the Mobile Banking services, are the sole and exclusive property of the Bank, its subsidiaries or affiliates, or third parties whom the Bank utilizes to provide any portion of the Mobile Banking services. Certain of the Bank's trademarks and/or service marks are also included in the Mobile Banking services. The posting of the contents of the Mobile Banking services neither constitutes a waiver of any of the Bank's proprietary rights or any other party's proprietary rights, including but not limited to, copyrights, trademarks, service marks, patents, and other intellectual property, nor a transfer by implication, estoppel, or otherwise of any such rights or of any license to the Mobile Banking services user or to any third party. Contents of the Mobile Banking services are protected by United States and international copyright laws, both as individual works and as a collection and by United States and international trademark laws. You agree not to delete any copyright, trademark or similar notice from any contents you obtain from the Mobile Banking services. The display of third-party trademarks within the Mobile Banking services does not grant you a license of any kind. Any downloading of contents of the Mobile Banking services or any other service linked to the Mobile Banking services may be a violation of federal trademark and copyright laws. The Bank and you acknowledge and agree that, in the event of any third-party claim that the Mobile Banking services or your possession or use of the Mobile Banking services infringes that third party's intellectual property rights, the Bank and its third-party service providers are solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. You agree to follow all instructions for use of the Mobile Banking services, including any updates or revisions. If the Mobile Banking services are modified, you are responsible for understanding how to use any modifications. You may not copy (other than a copy for personal or business use), modify, distribute, transmit, display, perform, reproduce, transfer, resell, lease, rent, distribute access to, or republish any of the contents of these Mobile Banking services without the prior written consent of the Bank, which may be withheld in its sole discretion. Unless otherwise subject to the provisions of Regulation E for consumer clients as further described in the Deposit Account Agreement, the Bank will not be liable for any losses caused by your failure to properly use the Mobile Banking services or your mobile device. You agree not to use the Mobile Banking services 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 services to impersonate another person or entity; (c) violate any applicable law (law, statute, ordinance or regulation (including, but not limited to, 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 services; (i) interfere with or disrupt the use of the Mobile Banking services by any other user; or (j) use the Mobile Banking services in such a manner as to gain unauthorized entry or access to the Bank's computer Services or the computer Services of others.

- f. **Bank's Responsibilities.** The Bank will provide access to the processing equipment and software for the American Bank Mobile Banking services through the American Bank Mobile Banking Application. The Bank will provide related documentation as well as training materials and support reasonably required for your use of the Mobile Banking services. The Bank will also provide maintenance and support for the Mobile Banking services to ensure the accurate delivery of the Mobile Banking services, including, but not limited to:
- Corrections, contingent or alternate work methods, and repairs to any known system bugs or errors.
  - Modifications, enhancements, or updates that the Bank elects to make generally available to its clients.
  - Telephone and e-mail support during the Bank's normal business hours.
- g. **Consent.** By deciding to utilize the optional Mobile Banking services, you understand that you are providing your express consent to the Bank to permit the Bank to contact you as necessary to provide Mobile Banking services (including push notifications to your mobile device). Such activities may include, but are not limited to, providing account alerts, confirming account activity, confirming Mobile Deposits, undertaking fraud prevention, servicing, or for any other purpose as provided in this Agreement.
- h. **Contact Information and Telephone Number.** You understand that it is your responsibility to provide true, accurate, current and complete information about yourself when registering for the Mobile Banking services and to maintain and promptly update the registration data to keep it true, accurate, current and complete. Without limiting the foregoing, you understand it is your responsibility to update your telephone number if and when it changes in order to ensure proper delivery of Mobile Banking services, including SMS text messages. If you change your telephone number for any reason, you will notify the Bank immediately to ensure that your Mobile Banking services and the Bank's communications are not interrupted or inadvertently delivered to another recipient.
- i. **Text Banking.** Text Banking offers two-way SMS communication as a part of our Online Banking and Mobile Banking services, allowing clients to quickly access balances, history and information for eligible accounts by texting simple banking commands to the short code 73955. With each query that is submitted to 73955, subscribers to American Bank Text Banking will receive one response that may be delivered through multiple text messages, depending on length. You understand that if you activate the Text Banking service, you are responsible for meeting all mobile device system and equipment requirements, and for all associated costs and expenses, including, without limitation, all fees you incur for data transfers and as a result of sending and receiving communications, including text messages, through your mobile device service.
- j. **Account Ownership/Accurate Information.** You represent that you are the legal owner of the accounts linked to the Mobile Banking services, and that all the information you provide to us in connection with the Mobile Banking services, including your e-mail and contact information, is accurate, current and complete, and that you have the right to provide such information to us for

using the Mobile Banking services. You agree not to misrepresent your identity or your account information. You will keep your account information up to date and accurate. You are an authorized user of the mobile device you use to access the services. In addition, Touch Authentication enrollment is limited to one registered account login ID and credentials per account. Any user with Touch Authentication enabled should not allow any other individual's fingerprints to be enrolled on their device while using this feature because any individuals whose fingerprints are stored on the iOS device could have the ability to authenticate into a Mobile Banking session and access sensitive data and account functionality.

- k. **Location-Based Information.** If you use any location-based feature of the Mobile Banking services, you agree that your geographic location and other related personal information may be accessed and disclosed via the Mobile Banking services. If you wish to revoke Mobile Banking services' access to such geographic location information, you must cease using the location-based features of the Mobile Banking services.

## 10. Mobile Deposit.

- a. **General.** Subject to the terms and conditions herein, you subscribe to, and the Bank agrees to provide, the Mobile Deposit service to be used by you in accordance and in compliance with the Check Clearing for the 21st Century Act ("Check 21 Act"). The Mobile Deposit service enables you to create and submit electronic check images (also known as Image Replacement Documents ("IRDs")) to the Bank, for deposit to your personal or business deposit account(s), as applicable, in lieu of the Original Checks (as defined herein) from which such Mobile Deposit check images were obtained. The dollar amount limits and daily number of transactions limits for Mobile Deposit shall be determined by the Bank in its sole discretion. Your deposit limit per item for each eligible account can be seen in the mobile deposit process. In addition, you can talk to your American Bank banker for information regarding additional dollar limit and daily number of transactions restrictions. Items exceeding your item limits will fail at the device or will be delivered to the Bank for processing and held for review before transmittal via Mobile Deposit will be completed. The Bank retains the ability to either approve or deny your use of the Mobile Deposit service in the Bank's sole and absolute discretion. If the Bank approves you to use the Mobile Deposit service, then by using such Mobile Deposit service, you agree to the applicable provisions set forth in this Agreement, you agree to pay any fees that the Bank may charge in conjunction with such Mobile Deposit service (as set forth in the Bank's current Schedule of Fees and Service Charges), and you understand and agree to the meanings of the defined terms set forth in this Agreement and any related documentation made available to you by us for use with the services. To use the Mobile Deposit service, you must be enrolled in Mobile Banking, have at least one eligible account, and have a mobile device suitable for Mobile Deposit. Mobile Banking (including Mobile Deposit) may not be available on some networks or devices. The Bank is not responsible for any failure or lack of availability of services provided by your wireless service provider. Your agreement with your wireless service provider may impose additional restrictions or limitations which affect the delivery of mobile deposits. The Bank is not responsible for restrictions or limitations. In the event of any unforeseen issues or failure of this product for Mobile Deposit deposits, your deposits can be made in person at any Bank branch.
- b. **Information Regarding Mobile Deposit Transactions.** For the purposes of this section and other provisions relating to the Mobile Deposit service, any capitalized term not otherwise defined herein has the definition ascribed to it under the Check 21 Act. If you have met, in our

sole discretion, the conditions we have established for use of the Mobile Deposit service to make deposits via electronic images, we will deposit to your account(s) the electronic images of Original Checks for collection as allowed under this Agreement.

By depositing electronic images with the Bank via the Mobile Deposit service, you give us the same warranties and indemnities that we, as a reconverting bank, would give under applicable law or regulation. You understand and acknowledge that all of the warranties deemed given by a depositor of a check to a bank under the Uniform Commercial Code (“UCC”), as applicable from time to time in the State of Texas, shall also apply to any electronic image of an Original Check the same as if such electronic image or Substitute Check were a paper check within the meaning of the UCC as adopted by the State of Texas (“Texas UCC”). Accordingly, except to the extent that any warranties deemed given under the Texas UCC are expressly superseded by the Check 21 Act or the Check 21 regulations, you understand that you are deemed to give us all the same warranties you would have given under the Texas UCC for the deposit of an Original Check by transferring to us: (a) any Substitute Check; (b) an IRD or other item purporting to be a Substitute Check; or (c) any electronic image that purports to contain a Sufficient Copy of an Original Check or a Substitute Check. Such warranties also include the following two (2) specific warranties regarding transfer and presentment:

- i. You warrant that the electronic image we convert to a Substitute Check meets the requirements described in the Check 21 Regulation (found at 12 CFR §229.51(a)(1) – (2) and as amended from time to time) for legal equivalence.
- ii. And your warranty given above is deemed given to us and any other person, company or bank to which we transfer, present or return the Substitute Check or a paper or electronic representation of the Substitute Check.

You represent that you shall permit no third parties to use the Mobile Deposit service to deposit Original Checks to your account.

With respect to each and every Mobile Deposit transaction initiated by you, you represent and warrant to the Bank and agree that you shall perform your obligations under this Agreement in accordance with all applicable laws and regulations.

c. **Prohibited Transactions; Procedures; Retention of Original Checks.**

- i. *Prohibited Transactions.* You agree not to use the Mobile Deposit service to deposit or otherwise process: (i) non-cash items; (ii) items drawn on foreign banks or payable in other than U.S. money; (iii) items without preprinted magnetic ink routing numbers; (iv) items for which you are not a holder in due course; (v) Substitute Checks, except those which have been returned to you for any reason; (vi) items payable to any person or entity other than you (i.e. no third-party deposits); (vii) items containing apparent alterations to any of the information on the front of the check or item, or which you know or suspect (or should know or suspect) are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; (viii) items dated more than six months prior to the date of deposit; (ix) items prohibited by the Bank’s current procedures relating to the Mobile Banking services or which are not acceptable under the Agreement; (x) Original Checks or other items previously converted to a Substitute Check; (xi) checks or items that are Remotely Created Checks (as defined in Reg. CC); or (xii) checks or items which are otherwise not acceptable under the terms of your account(s).

- ii. *Processing of Mobile Deposit Transactions.* The daily cut-off time for Mobile Deposit deposits is 6:00 p.m. Central Time. Such daily cut-off times may be adjusted by the Bank in its sole discretion from time to time upon notice to you. If the deposits are not received by the end-of-day cutoff time, the Bank will not guarantee that deposits will be processed that day. The Bank may accept these deposits and they will be processed on the Bank's next Business Day. The availability of funds for deposits via the Mobile Deposit service is set forth in this Agreement. You shall submit check images to the Bank in such format, and with such associated check information, as the Bank may require periodically, utilizing Accredited Standards Committee X9's Specifications for Electronic Exchange of Check and Image Data (DSTU X9.37-2003) and in conformance with the requirements of the Bank's Mobile Banking Application. The Bank reserves the right to reject any single check image or group of check images for any reason, before or after it/they appears on the Bank's Services. All checks submitted through the Mobile Deposit service must be restrictively endorsed as "For Mobile Deposit Only – American Bank" or as otherwise instructed by the Bank. Items transmitted without being properly endorsed are subject to rejection by the Bank. You agree to inspect and verify the quality of the check images, ensuring that the check images of the front and back of the Original Check are legible for all posting and clearing purposes by the Bank before capturing the image via the Mobile Deposit service. Specifically, you warrant the following: (i) the check image is an accurate representation of the information contained in the Original Check, and the check image includes all endorsements from the Original Check; (ii) each check image contains a record of all MICR line information required for a Substitute Check, and the check image satisfies all of the requirements of the Check 21 Act and Regulation CC; (iii) the Original Check, a duplicate check image, or any copy of the Original Check or check image will not be deposited by you with the Bank; and (iv) the Original Check, a duplicate check image, or any copy of the Original Check or check image will not be presented, transferred or returned such that the Bank or any other person will be asked to make a payment based on a check or check image that has already been paid. The Bank has no responsibility or liability for any fees incurred due to the rejection of transmitted items for missing/incomplete endorsements. Unless the Bank notifies you otherwise, the Bank provides same-day credit to the applicable account for all items transmitted by you and received by the Bank within the timelines established by the Bank.

Electronic images shall be deemed received by us for deposit based upon time of receipt as well as successful receipt of electronic images that are complete, usable, and adhere to the standards discussed above. If any electronic image is not complete, is not usable, or does not adhere to the standards, the electronic image may not be processed by us, in which event your deposit will be adjusted or cancelled, and notification provided. You understand we will process only your electronic images that comply with the standards discussed above and are Sufficient Copies, and we will use commercially reasonable efforts to present these Sufficient Copies for collection under the Check 21 framework.

Should a Drawee Financial Institution return an item to us unpaid, we will charge your respective account for such returned item and may either (i) return the item to you, or (ii) re-present it to the Drawee Financial Institution before returning it to you. Items may be returned as Image Exchange Items, rather than Substitute Checks. Should a

Drawee Financial Institution or other third party make a claim against us or seek re-credit with respect to any electronic image, we may provisionally freeze or hold aside a like amount in your account pending investigation and resolution of the claim.

The Bank may reject any entry which does not comply with the requirements, including security procedures, set forth herein. The Bank may reject any entry if you have failed to comply with its account balance obligations. The Bank shall notify you by phone or electronic transmission, including e-mail or fax, of such rejection no later than the Business Day such deposit would otherwise have been transmitted by the Bank to the Federal Reserve. Notices of rejection shall be effective when given. The Bank shall have no liability to you by reason of the rejection of any such deposit or the fact that such notice is not given at an earlier time than that provided for herein.

You shall have no right to cancel or amend any deposit after its receipt by the Bank. However, if such request complies with the security procedures, the Bank shall use reasonable efforts to act on a request by you for cancellation of a deposit prior to transmitting it to the Federal Reserve but shall have no liability if such cancellation is not implemented. You shall reimburse the Bank for any expenses, losses, or damages the Bank may incur in implementing or attempting to implement your request for the reversal of a deposit.

- iii. You understand and acknowledge that we are relying on the truth and veracity of all electronic images submitted for deposit via the Mobile Deposit service by you to us, and you warrant that such electronic images accurately reflect Original Checks that are, or at the time of the creation of the Substitute Checks, were, in your possession. You also understand that issues regarding returned item collection, returned deposit, and other issues regarding deposit of items not specifically addressed in this Agreement shall be governed by the terms and conditions of the Deposit Account Agreement.
- iv. *Retention and Security of Original Checks.* You shall retain physical checks that represent the deposit for no longer than fourteen (14) days following the date of their transmittal to the Bank and agree to make the originals available to the Bank within seventy-two (72) hours of the Bank's request for fraud control purposes. Such checks must be securely stored, to prevent unauthorized access to the items until they are destroyed (locked cabinet, etc.). You understand that in all cases you are solely responsible for safeguarding all items you retain, during the reasonable period of time described above, from destruction, alteration or theft. Items are to be securely destroyed in a commercially reasonable manner that renders them unusable or otherwise unreadable (shredding) on the fifteenth (15th) day following the date of the deposit.

d. **Funds Availability Regarding Mobile Deposits.**

- i. *Your Ability to Withdraw Funds.* These provisions apply only to demand deposit checking accounts where deposits are made via the Bank's Mobile Deposit service. You agree that electronic images submitted from your mobile device via the Bank's Mobile Deposit service are not subject to the funds availability requirements of the Federal Reserve Board's Regulation CC. Our policy is generally to make funds from your Mobile Deposit service available to you on the first Business Day after the day we receive your deposit. Funds that are deposited using the Bank's Mobile Deposit service will not be deemed "received" by us until we have received an electronic image that meets all the requirements for deposits (including all requirements to create a Substitute

Check) stated in this Agreement and in any Documentation. Once the funds are available, you can withdraw the funds in cash subject to the terms of the Deposit Agreement for your account, and we will use the funds to pay items and transactions drawn on your account. For determining the availability of your deposits, every day is a Business Day, except Saturdays, Sundays, and Federal holidays.

- ii. *Longer Delays May Apply.* In some cases, we will not make the funds you deposit via the Mobile Deposit service available to you on the first Business Day after the day of your deposit as governed by the Deposit Agreement for your account and relevant federal statutes and regulation.
- e. **Client Representation and Agreements; Indemnity.** With respect to each and every deposit initiated by you, you represent and warrant to the Bank and agree that to the best of your knowledge (a) each deposit is made payable to you, (b) any necessary authorization is operative at the time of transmittal or crediting/debiting by the Bank as provided herein, and (c) you shall perform your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC. **In addition to other indemnification under this Agreement, you also shall indemnify the Bank against any loss, liability, or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.**
- f. **Limitation on Liability.** In addition to the provisions contained in this Agreement, liability shall not exceed the sum of the amount of any loss suffered by you as a result of a breach of warranties under Regulation CC (12 CFR Part 229) up to the amount of any Substitute Check, interest and expenses (including cost and reasonable attorney fees and other expenses of presentation) related to the substitute check, reduced by any amount you receive and retain as a re-credit. Furthermore, such liability shall be further reduced by the amount of any damages incurred as a result of your negligence or bad faith. Without limiting the generality of the foregoing provisions, the Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission of communication facilities, equipment failure, war, emergency conditions, or other circumstances beyond the Bank's control.

In addition, the Bank shall be excused from failing to transmit or delay in transmitting a deposit if such transmittal would result in the Bank having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in the Bank's reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In such event, you shall be responsible for having a contingency plan in place including temporarily depositing original, paper items at any branch facility of the Bank.

Subject to the foregoing limitations, the Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Dallas for the period involved. At the Bank's option, payment of such interest may be made by crediting the account resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission of you or any other person described in the foregoing Agreement.

- g. **Client Responsibilities.** Your applicable account will be charged for any deposited check that is later returned to the Bank owing to an actual or alleged breach of any warranty made in this Agreement. You will assist in the installation and implementation of any changes and upgrades

to the Mobile Deposit service as required by the Bank to ensure compliance with regulatory changes and developments, or to protect the integrity and security of such service. You will use the Mobile Deposit service to enter, process, and transmit Original Checks in accordance with procedures and transmission deadlines outlined in this Agreement. You will verify the Bank's receipt of its Mobile Deposit deposits by reviewing deposits that have been posted to the designated accounts, in addition to cooperating with the Bank in any investigation and resolving any unsuccessful or lost transmissions. You will comply with all security procedures outlined in this Agreement and any Documentation and agree not to bypass, override or disable any security mechanisms in the processing software or processing equipment. You will cooperate with the Bank in providing information and access to your records in the event of lost, mistaken, incomplete, or unusable electronic images, or in the event of claims of fraud, alteration, counterfeit or otherwise. You may not perform the Mobile Deposit service for any third party, and any attempt to do so shall automatically terminate this Agreement, except for any provisions of this Agreement that are expressly to survive such termination.

## 11. Zelle® Services.

- a. **Description of Services.** We have partnered with the *Zelle Network* ("Zelle") to enable a convenient way to transfer money between you and others who are enrolled directly with *Zelle* or enrolled with another financial institution that partners with *Zelle* (each, a "User") using aliases, such as e-mail addresses or mobile phone numbers (the "Service"). We will refer to financial institutions that have partnered with *Zelle* as "Network Banks." *Zelle* provides no deposit account or other financial services. *Zelle* neither transfers nor moves money. You may not establish a financial account with *Zelle* of any kind. All money will be transmitted by a Network Bank. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR, OR YOU DO NOT TRUST.
- b. **Eligibility and User Profile.** When you enroll to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments.

The Service is intended for personal, not business or commercial, use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

When you register, you may establish one or more profiles. Each profile may be linked to only one bank account or debit card, but you may register multiple e-mail addresses, mobile phone



numbers, or other aliases in each profile. Once you have registered an e-mail address, mobile phone number, or other alias with a profile, you may not use that same e-mail address, phone number, or other alias with any other profile. If you register a debit card to your *Zelle* profile, the Deposit Account that the debit card is issued in conjunction with must be in the domestic United States, excluding any United States territories.

- c. **Consent to Share Personal Information (Including Account Information).** By accepting this Agreement, you consent to Bank's disclosure of your personal information (including bank account information) to *Zelle*, other Network Banks, and other third parties as necessary to complete payment transactions in accordance with our customary processes and procedures. You further agree that the Bank may disclose your personal information in accordance with the Bank's Privacy Policy.
- d. **Privacy and Information Security.** We make security and the protection of your information a top priority. You can access the Bank's Privacy Policy on the Privacy page at [www.AmericanBank.com](http://www.AmericanBank.com). The Privacy Policy is incorporated into and made a part of this Agreement by this reference.
- e. **Wireless Operator Data.** We or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, e-mail, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to us or to *Zelle* with your wireless operator account profile information for the duration of our business relationship. See *Zelle's* Privacy Policy at <https://www.zellepay.com/privacy-policy> for how it treats your data.
- f. **Enrolling for the Service.** You must provide us with an e-mail address that you regularly use and intend to use regularly (i.e., no disposable e-mail addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

Once enrolled, you may authorize a debit of your account to send money to another User either at your initiation or at the request of that User, and receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section titled "Requesting Money."

- g. **Consent to E-mails and Automated Text Messages.** By participating as a User, you represent that you are the owner of the e-mail address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such e-mail address, mobile phone number and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of e-mails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, *Zelle* may or either of our agents may use automatic

telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- i. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
  - ii. You will immediately notify us if any e-mail address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
  - iii. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an e-mail address or mobile phone number, you represent that you have obtained the consent of the recipient of such e-mails or automated text messages to send such e-mails or text messages to the recipient. You understand and agree that any e-mails or text messages that we send or that *Zelle* sends on your behalf may include your name.
  - iv. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.
  - v. To cancel text messaging from us, send STOP to 32858. For help or information regarding text messaging, send HELP to 32858 or contact our Customer Service at (800) 257-8316. You expressly consent to receipt of a text message to confirm your "STOP" request.
  - vi. Most major carriers are supported; however, if you are experiencing issues, please contact our Customer Service to confirm if yours is supported.
- h. **Receiving Money; Money Transfers by Network Banks.** Once a User initiates a transfer of money to your e-mail address or mobile phone number enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, to protect you, us, *Zelle* and the other Network Banks, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences.

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

- i. **Sending Money; Debits by Network Banks.** You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may

only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed, or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. e-mail, push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

- j. **Liability.** Neither we nor *Zelle* shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE *ZELLE* TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR, OR YOU DO NOT TRUST. *ZELLE* DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

- k. **Send Limits.** American Bank's default limits for the Service are \$750 per transaction and \$1,500 per day. We may change the default limits at our discretion. If your needs are greater than this, please contact one of our Personal Bankers or Customer Service to discuss options.
- l. **Requesting Money.** You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor *Zelle* guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we or *Zelle* accept responsibility if the other User rejects or ignores your request or sends you an amount that is less than you request. If a User ignores your request, we may decide or *Zelle* may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any

amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by *Zelle*. Neither we nor *Zelle* assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

- m. **Transaction Errors.** In case of errors or questions about your *Zelle* transactions, please call our Customer Service at (800) 257-8316 as soon as possible.
- n. **Your Liability for Unauthorized Transfers.** Reference section 4 of this Agreement titled Security Procedures; Unauthorized Transactions.
- o. **Liability for Failure to Complete Transfers.** The bank will not be liable for your failure to complete a transfer.
- p. **Fees.** There is currently no service charge for using the *Zelle* Service. If, however, American Bank processes a transfer in accordance with instructions that overdraws your Account, we may assess a fee or charge interest for any such overdraft in accordance with the terms of the Deposit Account Agreement. If we process a transfer in accordance with your instructions that overdraws your external account, the Network Bank holding that external account may assess fees or charge interest for any such overdraft. American Bank will not be liable for failure to pay any transfer request unless it is drawn against available funds credited to the designated account. Users will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the *Zelle* Service. Fees are subject to change from time to time upon notice to me as may be required by law.
- q. **Use of Our On-line Banking Site and/or Mobile App.** You agree to access this website and/or mobile app in compliance with this Agreement.
- r. **Cancellation of the Service.** If you wish to cancel the *Zelle* Service, please contact our Customer Service at (800) 257-8316. Any payments initiated prior to the effective date of cancellation shall be processed by us.
- s. **Right to Terminate Access.** You agree that we may cancel or suspend your use of the *Zelle* Service at any time for any reason or for no reason.
- t. **Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, *ZELLE* MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. *ZELLE* EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND,

EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. *ZELLE* DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

- u. **Limitation of Liability.** EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF *ZELLE* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH *ZELLE*'S SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS, LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

- v. **Indemnification.** You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.
- w. **Miscellaneous.** Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or *Zelle*'s control. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

*Zelle* and the *Zelle* related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

## 12. Online Statements and Notices.

If you select the Bank's Online Statements and Notices service ("Online Statements and Notices"), the following terms and conditions apply:

a. **Consent.** By enrolling in Online Statements and Notices, you affirmatively consent and agree to permit us to make certain disclosures and provide notices to you in electronic form, in lieu of providing such notices and disclosures in written form. Your consent and agreement shall relate to all forms of disclosures and notices required under applicable law as a result of the various agreements between you and us and shall remain valid until such time as you exercise your right to revoke this consent. You elect and authorize us, at our discretion, to electronically notify and make available to you account statement(s) and notices via electronic banking that we are required to provide to you under applicable federal and state statutes and their implementing regulations, as amended from time to time, including:

- Truth in Savings Act
- Fair Credit Reporting Act
- Electronic Funds Transfer Act
- Equal Credit Opportunity Act
- Texas Banking Code
- Texas Uniform Commercial Code
- Privacy of Consumer Financial Information

Other federal and state statutes may be enacted or amended in the future to allow us to provide additional notices and disclosures to you in electronic form. **Your selection of Online Statements and Notices also authorizes us, at our discretion, to provide electronic notification of such disclosures and notices pursuant to these statutes after they become effective.** If there is more than one depositor that is a party to the account, notice to any one depositor will be effective for all. To revoke this consent or to request a paper copy of any electronic disclosure or notice provided pursuant to this consent, contact Customer Service. You may also visit any of our banking centers and speak with one of our Personal Bankers for assistance. Applicable fees may apply.

b. **Security Procedures.** These security procedures, as defined herein, are in addition to the security procedures contained elsewhere in this Agreement, the Deposit Account Agreement, and any other agreement you have with the Bank. We may send messages relating to the electronic banking Services to the e-mail address you have provided to us and notify you that responses to your payment inquiries or Client Service inquiries are available, or as otherwise described in any applicable agreements governing the electronic banking services. The Bank will not, however, include any account numbers, User Access Codes or similar non-public personal information in any e-mail response to you. If, for any reason your e-mail address changes or becomes disabled, please update your contact information within electronic banking Services immediately so that we can continue to provide you with automated messages.

c. **Computer and Mobile Device Hardware and Software Requirements.** In order to receive the Online Statements and Notices service, your computer and mobile device hardware and software must meet the Bank's minimum specifications as determined from time to time. For the Online Statements and Notices service to work properly, you must have hardware able to reliably run a supported Web browser and a current pdf reader, such as Adobe Acrobat. You understand that you are responsible for installation, maintenance and operation of your computer and mobile device and their software. You assume full responsibility for ensuring these requirements are met

should any changes be made to your existing computer system or mobile device. The Bank is not responsible for any errors or failures of your computer or mobile device or their software. If a change in the hardware or software requirements needed to access or retain an online statement or notice creates a material risk that you may not be able to access or retain a subsequent statement or notice, we will notify you of the revised hardware and/or software requirements. If you do not agree to the changes or your computer or mobile device and their software do not support the changes, you may withdraw your consent to receive online statements and notices, and you will not be charged any fee for withdrawing your consent, but applicable paper statement fees may apply. Withdrawing your consent will not affect the legal effectiveness, validity or enforceability of electronic disclosures or records that were made available to you prior to your withdrawal of consent for electronic delivery. You also understand that you have the right to request that the Bank provide to you any record that was provided electronically, or any other record, in paper or non-electronic form, although you are aware that charges and fees for such non-electronic copies may be charged in accordance with the Bank's current Schedule of Fees and Service Charges.

- d. **Notification.** We will send an alert notification to you that your online statement or an applicable notice is available for viewing via electronic Banking. In the event that your e-mail address changes, you must notify the Bank of such change immediately in Online Banking. If you fail to update or change an incorrect or invalid e-mail address or other contact information, you understand and agree that any communications shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form on our websites, e-mailed to the e-mail address we have for you in our records, or delivered through other electronic means.
- e. **Errors.** You must promptly review your online statement and any accompanying items and notify us in accordance with the Deposit Account Agreement and the disclosure entitled "Electronic Funds Transfers – Your Consumer Rights and Responsibilities" of any error, unauthorized signature, lack of signature, alteration or other irregularity. A copy of the "Electronic Funds Transfers – Your Consumer Rights and Responsibilities" may be obtained by visiting our website at <https://www.americanbank.com/agreements-disclosures>, by contacting Customer Service, or at any branch location.
- f. **Accessibility.** Only certain account types may be available for Online Statements. Accounts must be set up for Online Banking in order to be enrolled for Online Statements. If you or the Bank terminate the Services, your Online Statement enrollment will cease and we will send your Statements and Notices to you via U.S. Mail to your last known address. Applicable fees may apply. If you close your account, you should print copies of your online statements as you may no longer have access to them after the account closes.

### 13. Personal Financial Management.

We offer a variety of tools and services within the Services to help you better manage your finances including personal financial management and account aggregation, among others. The Bank may use an affiliated or nonaffiliated third party acting on our behalf to offer these tools and services. By using these tools, you are contracting directly with any non-affiliated providers for services, privacy policy and security measures. Please read the third party agreements carefully as the terms and conditions governing such third-party services are outside our control. These tools and services are further explained within the Services. You agree that we may change these tools and services or add new ones without advance notice. You also agree that you are responsible for the accuracy of all information you input, and you will comply with any instructions or conditions for use of the Services



and tools as set forth within the Services and the agreement between you and the service provider. In the event you provide a third-party vendor with your personal information, including but not limited to, your account numbers, credit card numbers, username, or passwords, you agree that the third-party vendor, and not the Bank, is liable to you for any compromise of the personal information you provided. The tools and services are meant as aids to assist you with managing your accounts. They are not intended to provide legal, tax or financial advice.

#### 14. Communications.

With the exception of secure messages sent through the Services, all communications, including, if available, SMS text messages, transmitted by you to the Bank are not confidential and are deemed to be the Bank's property. When you communicate directly with Bank employees, you may be asked for additional identifying information to allow the Bank to validate your identity. The Bank may provide you information, offers, advertisements, links or other materials maintained or offered by third parties in accordance with applicable law and in accordance with the Bank's Privacy Statement. The Bank does not control or endorse in any respect any information, products or services maintained or offered by such third parties. You understand that your use of third-party content or the purchase of third-party products or services is at your own risk. You also acknowledge that the privacy policies of other third-party businesses providing any information, services or products in relation to or through the Services may be different than those of the Bank and you should review those policies before engaging in a transaction or providing any personally identifiable information to such business.

#### 15. Fees.

You understand that if you decide to activate the Mobile Banking services, you are responsible for meeting all mobile device Services and equipment requirements, and for all associated costs and expenses, including, without limitation, all fees you incur for data transfers and as a result of sending and receiving communications, including text messages, through your mobile device service. In addition, you understand that transactions you conduct via the Services may also be subject to (a) applicable Bank-imposed fees (as set forth in other agreements you have with the Bank and in the Bank's current Schedule of Fees and Service Charges), and (b) fees imposed by third parties with whom you have entered into other agreements. You understand that the Bank reserves the right to assess fees or otherwise charge for the Services in the future upon prior written notice of such fees or charges, with such prior written notice being sent in accordance with the "Notices" section of this Agreement.

#### 16. Transaction Errors.

In case of errors or questions about your electronic funds transfers, telephone or write us at the phone number and address shown below or on the back of your periodic statement, **as soon as possible, but, as described below, no more than 60 days from the date of the statement**, if you think your statement or receipt is wrong or if you need more information about a transfer shown on the statement or receipt. We must hear from you no later than 60 days after we send you the FIRST statement on which the problem or error appeared.

- a. **Contacting American Bank.** You may telephone us at (800) 257-8316. You may write to us at:  
American Bank, N.A.  
Attn: Customer Service  
P.O. Box 6469

Corpus Christi, Texas 78466-6469

In your communications, we will need your name and account number (if any), a description of the error or transfer you are unsure about, a clear explanation as to why you believe it is an error or why you need more information, and the dollar amount of the suspected error.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within 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.

- b. **Your Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your User Access Code(s), as defined above, have been lost or stolen, or if you believe that an electronic funds 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 you tell us within two (2) business days after you learn of the loss or theft of your User Access Codes, you can lose no more than \$50 if someone used your User Access Codes without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your User Access Codes, and we can prove we could have stopped someone from using your User Access Codes without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time period.

## 17. Disclaimer of Warranties.

Although the Bank attempts to provide accurate information, names, images, pictures, logos, icons, documents, and materials on the Services, the Bank makes no representation, endorsement, or warranty that such contents are accurate or suitable for any particular purpose. Additionally, while the Bank strives to ensure that the Services are useful and reliable, you understand that the Bank and its third-party service providers cannot and do not make any representation or warranty: (i) that you will have continuous or uninterrupted access to the Services or any of their information, content or functions; (ii) that the Services will operate on a continuous or uninterrupted basis; or (iii) that any information, content or functions will be error-free. **THE BANK AND ITS THIRD-PARTY SERVICE PROVIDERS PROVIDE THE SERVICES AND ALL INFORMATION AND CONTENT DELIVERED BY OR THROUGH THE SERVICES TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE BANK AND ITS THIRD-PARTY SERVICE PROVIDERS DISCLAIM ANY AND ALL**

REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, PERFORMANCE, ACCURACY, AVAILABILITY, CONTENT, FUNCTION, ACCESSIBILITY, NON-INTERRUPTION, NONINFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. THE BANK AND ITS THIRD-PARTY SERVICE PROVIDERS ALSO DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, RELATED TO ANY ADVERTISEMENTS OR WEBSITES IN CONNECTION WITH THE SERVICES. YOU UNDERSTAND THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF THE SERVICES (INCLUDING ANY SOFTWARE OR OTHER MATERIALS SUPPLIED IN CONNECTION WITH THE SERVICES) SHALL BE FOR THE BANK TO USE COMMERCIALY REASONABLE EFFORTS TO PERFORM AN ADJUSTMENT OR REPAIR OF THE SERVICES.

If you download the Mobile Banking Application from Apple®, Inc. via the Apple® App Store, then in the event of any failure of the Mobile Banking Application to conform to the warranty as described in this Agreement, you may notify Apple®, Inc., and Apple®, Inc. will refund your purchase price for the Mobile Banking Application, if any. However, to the maximum extent allowed by Applicable Law, Apple®, Inc. will have no other warranty obligation whatsoever with respect to the Mobile Banking Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of the Bank and any of its third-party providers.

#### 18. Exclusion of Damages; Liability.

The Bank is not liable for any of your losses or damages under the following conditions: (i) if you do not have sufficient funds in your account to make the transfer or bill payment on the Process Date; (ii) if you do not allow adequate time between the date a bill payment is scheduled to be sent and the due date; (iii) for the failure of any bill payment payee to correctly account for or credit the bill payment in a timely manner; (iv) for any bill payment you authorize that contains an error with regard to the identifying information of the payee, including the refusal of any such unintended payee to return any funds transferred as a result of such error; (v) if the Bank has placed a “hold” on any funds in your account(s) in accordance with the Bank’s rights under applicable laws or any other agreements between the Bank and you; (vi) if a court order, such as garnishment or other legal process, prevents the Bank from making a bill payment or transfer; (vii) if the Bank has a reasonable basis for believing you know or should know that unauthorized use of your User Access Codes has occurred or may be occurring; (viii) if you default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with the Bank; (ix) if the Bank or you terminates this Agreement; (x) or for any other circumstances beyond the control of the Bank that prevented the bill payment or transfer, despite reasonable precautions that the Bank has taken, including but not limited to circumstances such as telecommunications outages, power outages, equipment failures, postal strikes, delays caused by other financial institutions, fires and floods. Furthermore, the Bank does not guarantee that your bill payment will reach the payee by the payee’s due date even if you enter the payment in accordance with the suggested schedule for delivery of payment in the Services.

NOTWITHSTANDING THE ABOVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, THE BANK AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, SHALL NOT BE LIABLE TO YOU OR TO ANY OTHERS FOR DAMAGES IN EXCESS OF YOUR ACTUAL LOSSES OR DAMAGES UP TO THE AMOUNT OF THE TRANSFER DUE TO THE BANK'S FAILURE TO COMPLETE A TRANSFER. THE BANK WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES), WHETHER CAUSED BY THE EQUIPMENT AND/OR THE SERVICES, NOR WILL THE BANK BE RESPONSIBLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR EQUIPMENT. THE SERVICES ARE PROVIDED "AS IS." YOU UNDERSTAND THAT THE BANK DOES NOT MAKE ANY WARRANTIES CONCERNING THE SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### 19. Indemnification.

You understand that there are risks associated with using your computer and mobile device, and that in the event of theft or loss, your confidential or personally-identifiable information could become compromised. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE BANK AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, FROM AND AGAINST ALL DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BROUGHT BY ANY PERSON ARISING FROM OR RELATING TO YOUR ACCESS AND USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ALLEGING FACTS THAT IF TRUE WOULD: (i) CONSTITUTE A BREACH BY YOU OF THIS AGREEMENT; (ii) CONSTITUTE INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF INFORMATION, DATA, FILES OR OTHER MATERIALS SUBMITTED BY YOU TO THE SERVICES; (iii) CONSTITUTE FRAUD OR MALICIOUS CONDUCT BY YOU; (iv) CONSTITUTE A VIOLATION BY YOU OF ANY LAW OR RIGHTS OF A THIRD PARTY; (v) CONSTITUTE A CLAIM FOR WHICH YOU HAVE AGREED TO PROVIDE INDEMNIFICATION ELSEWHERE IN THIS AGREEMENT; OR (vi) CONSTITUTE A CLAIM FOR DAMAGES FOR WHICH YOU HAVE AGREED ELSEWHERE IN THIS AGREEMENT THAT THE BANK IS NOT RESPONSIBLE.

#### 20. Multiple Signatures.

A requirement for more than one signature is for your internal control and audit purpose only. We are not liable for paying an item bearing only one signature. You agree to hold the Bank harmless for any payment of an item with fewer than the required signatures.

## 21. Fraud Prevention.

The Bank is not responsible for any fraud, including but not limited to, electronic virus or viruses, spyware, Trojan horses, or other malware that you may encounter on the Internet (collectively referred to as “Computer Security Threats”). You understand and agree that you are responsible for routinely scanning your computer hardware and software using a current, reliable virus protection software product to detect and remove any Computer Security Threats found. Computer Security Threats may corrupt and/or destroy your programs, files, or hardware and compromise your User Access Codes. The Bank also strongly suggests that you do not use publicly-available computers or unsecure wireless connections (such as those found in airports and Internet Cafés) for accessing the Services.

## 22. Service Contact.

The Bank and any of its third-party service providers are the developers of these Services. If you have any questions, complaints or claims with respect to the Services, you may contact the Bank’s Customer Service by phone at (800) 257-8316 toll free; e-mail us non-confidential information at [Info@AmericanBank.com](mailto:Info@AmericanBank.com); or write to us at this address:

American Bank  
Attention: Customer Service  
P.O. Box 6469  
Corpus Christi, TX 78466-6469

## 23. Changes; Notices.

We may change any term of this Agreement by giving you notice as required by law. We may send a notice to you at the last address you gave us in writing or electronically, if permitted under applicable law and you have selected and consented to the Bank’s Online Statements service. Alternatively, we may provide a notice as a message on your statement or an insert with your statement. If you use the Services after the effective date of a change, that indicates your acceptance of the change.

You will notify the Bank immediately of any change in your name, address, e-mail address (if applicable), telephone number, or taxpayer identification number. If the United States Postal Service (“USPS”) or one of its agents tells us that your address has changed, then we may change your address on our records to the address specified by the USPS, and we may send notices, statements, and other communications to that new address. If you have not notified us of any change to your e-mail address, you agree that your failure to provide us with a good e-mail address is a lack of ordinary care on your part. If a notice of a change to this Agreement is returned to us as being undeliverable or if we stop sending notices to you because notices or statements we previously sent to you were returned to us as being undeliverable, you understand that the notices are available to you through our Bank branches. A notice sent to any one account owner is deemed notice to all account owners and is effective for all account owners.

## 24. Termination.

Either you or the Bank may terminate this Agreement and any service provided hereunder at any time upon giving at least ten days’ prior written notice of termination to the other party. You understand and agree that the Bank may cancel the Services immediately, without notice to you, if you do not access or perform activity within the Services for a period of 90 or more days or if the Bank suspects or believes, in good faith, that you are abusing your account privileges or using any of the services illegally. If the Bank cancels your services due to inactivity, you must re-register for the Services.

Once the Bank has acted upon your termination notice, the Bank will make no further transfers or bill payments from your account(s), including any bill payments or transfers you have previously authorized. The Bank reserves the right to terminate or to discontinue support of any software or equipment without written notice to you. Written notices for termination should be directed to: American Bank, Attention: Customer Service, P.O. Box 6469, Corpus Christi, TX 78466-6469.

## 25. Severability.

If a court determines that any part of this Agreement is illegal or unenforceable, you agree that the remainder will be enforced and the offending provision changed to make it enforceable.

## 26. Legal Compliance.

The Bank and you agree to abide by all applicable international, federal, state and local, laws, rules, regulations and ordinances pertaining to the Services. 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 OFAC’s Specially-Designated Nationals List.

You will not hold us liable for anything we do or decline to do based on a good faith belief that it is required by law or regulation. Some laws allow parties to contract out of the law’s provisions and establish their own rules. You intend this Agreement to do that whenever a term of this Agreement conflicts with such a law. You will abide by the rules of any clearinghouse or automated clearinghouse that handles any part of a transaction (for example, the National Automated Clearing House Association (“NACHA”)). We reserve the right to inquire about any deposits made, withdrawals from, or other disposition of funds or account activity, regarding any or all of your accounts, including the right to contact you directly regarding any account activities. You agree not to use the account in any illegal activity, including, but not limited to, “restricted transactions” as defined under the Unlawful Internet Gambling Enforcement Act.

You agree that our third-party service providers may rely upon your agreement and representations, and that such service providers are intended third-party beneficiaries to this Agreement, with the power to enforce this Agreement against you. The Bank and you acknowledge and agree that Apple®, Inc., and all of its subsidiaries, and Google, Inc. (Android™) and all of its subsidiaries, are third-party beneficiaries of this Agreement and that, upon your acceptance of this Agreement, either Apple®, Inc., or Google, Inc., as applicable, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.

## 27. Governing Law; Jury Trial Waiver.

Any disputes arising from or related to your accounts and this Agreement shall be governed by federal law and all applicable substantive laws of the State of Texas (without regard to its conflict of laws principles). We are located in Texas and that is where you opened your account. In addition, we are subject to certain federal and state regulations, as well as national and local clearing house rules regarding some of the matters addressed in this Agreement and we must comply with these laws, regulations and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation or rule, the terms of this Agreement will prevail to the extent any such law, regulation or rule may be modified by agreement. **BY EXECUTION OF THIS AGREEMENT YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE HAD AN**



**OPPORTUNITY TO CONSULT WITH COUNSEL AND KNOWINGLY AND VOLUNTARILY WAIVE YOUR RIGHT TO A TRIAL BY JURY.**

**BY CLICKING ON THE “ACCEPT” BUTTON BELOW, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT YOU ACCEPT THIS AGREEMENT WITHOUT MODIFICATION, AND THAT YOU WILL BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT JUST AS IF YOU SIGNED THE AGREEMENT. FURTHERMORE, YOU UNDERSTAND THAT BY USING THE SERVICES YOU AGREE TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT AND TO SUCH TERMS AND CONDITIONS AS THEY MAY BE AMENDED IN THE FUTURE. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU UNDERSTAND THAT YOU SHOULD NOT CLICK ON THE “ACCEPT” BUTTON AT THE BOTTOM OF THIS AGREEMENT AND THAT YOU SHOULD NOT USE THE SERVICES.**

(NOTE: The foregoing is applicable only in the event that you are accepting this Agreement to activate and receive the Services. If you are reviewing this Agreement for any other reason (for example, prior to signing up for the Services, or as the result of the Bank updating the terms and conditions herein), you understand and acknowledge that there may be no “I Accept” button available.)

Rev. 1-19