

THE ROSCOE STATE BANK ONLINE BANKING AGREEMENT

1. INTRODUCTION AND DEFINITIONS

In this Online Banking Agreement ("Agreement"), the words "Bank", "we", "us" or "our" mean Roscoe State Bank. "You" or "your" or "Customer" means you and each person who has an interest in an account or other relationship that is accessible through Online Banking, having authorized access to use the account or relationship, including any person authorized by you to have such access. "Account" means the deposit, loan, certificate of deposit or other types of accounts you have with the Bank. "OB" means the Bank's Online Banking platform and Online Banking Services accessed through the Internet on a computer and modem or other access device with qualified browser software.

This Agreement is part of and incorporated with your Deposit Account Agreement and any of your other agreements with the Bank. If the terms and conditions of this Agreement, including any subsequent agreement, conflict with the terms and conditions contained in any other agreement between Bank and you, the terms and conditions of this Agreement regarding Online Banking matters control to the extent of the conflict.

"Mobile Banking Services" are certain OB services that can be accessed via your Mobile Device.

"Mobile Device" means a mobile telephone or other mobile device capable of sending and receiving SMS text messages and/or accessing the Internet via a web browser.

2. CONSENT TO CONTACT YOU WITH YOUR MOBILE DEVICE

If you enroll in the Mobile Banking Services, you expressly consent to Bank sending communications to your Mobile Device for purposes of delivering Mobile Banking Services. You also expressly agree that Bank may provide you, via text, phone call, email, or other communications to your Mobile Device or phone number, with information, offers, advertisements, links or other materials maintained or offered by third parties in accordance with applicable law and Bank's Privacy Policy, and you agree to receive such communications even if your Mobile Device or phone number is registered on any federal or state do-not-call registry.

3. E-SIGN CONSENT; OB ESTATEMENTS

You may elect to have your bank statements delivered to you electronically. If you choose to receive bank statements electronically, Bank will cease to send you paper statements, and you will only receive statements in electronic form. If you choose to receive bank statements electronically, Bank will send an email reminder to the email address that you have provided when your statement becomes available to view online. You can change the email address for the statement reminder at any time by selecting Update Profile on the e-Statement page within OB. Each account statement will remain available online for least 12 months from the statement date. You may also print the statements or download them to your own system. There is no charge for this service. If you receive a combined statement for your accounts, once you select to view any of these account statements online, all other statements for referenced, related or linked accounts will be available only online.

To view account statements and other electronic notices online, you need the same hardware and software that you use for OB as stated in Section 4. Your statements and other electronic disclosures will be provided in an Adobe Portable Document Format (PDF) file.

You consent to the electronic delivery of your periodic account statements, all related terms, and all notices (including any modifications in the terms of the Deposit Account Agreement and Fees and Charges) which are included with the paper statements, or otherwise normally mailed to you. You agree that electronic copies of communications are valid. You agree that posting the notices and/or modifications online, has the same effect as mailing them to you. Your paper account statement may be delivered for one statement cycle after you elect to not receive paper copies of statements, and then you will no longer receive a paper copy delivered by mail. Images of any checks and other items you currently receive will be included as part of your online account statement. You may also request a paper copy of any statement by contacting Customer Care at 325-766-3311. Charges may apply for paper copies. Upon our request, you agree to sign a non-electronic version of this Agreement. You have the right to withdraw consent by: (i) Contacting Bank in writing at OB Services, PO Box 609, Roscoe, TX, 79545; (ii) sending your request via secured message through OB; or (iii) by calling OB 325-766-3311.

4. COMPUTER EQUIPMENT AND SOFTWARE

You understand that to use OB Services you need a computer or other device with access to the Internet and compatible hardware, software and web browser. Bank requires you to use a web browser that supports adequate security measures including SSL encryption technology or additional security measures as Bank may require, such as Microsoft Internet Explorer version 10 and above, or the most current version of Chrome, Firefox or Safari. Bank also requires that you have Adobe Acrobat Reader version 8.0 or newer to access pdf documents. Obtaining and maintaining adequate Internet access is your responsibility, and you are solely responsible for all internet service provider fees and costs. **You understand that the Bank is not responsible for any computer virus or related problems that may be associated with your use of the Internet in general or your use of OB services via the Internet.**

5. USE OF EMAIL ADDRESS

We may send messages relating to OB to the email address we have on file for you and notify you that responses to your payment inquiries or customer service inquiries are available, or as otherwise described in any applicable agreements governing OB. Bank will not, however, include any account numbers, Access Codes or similar non-public personal information in any email response to you. If, for any reason your email address changes or becomes disabled, it is your responsibility to contact bank immediately so that we can continue to provide you with automated messages.

6. ACCOUNT OWNERSHIP/ACCURATE INFORMATION

You represent that you are the legal owner of the accounts linked to OB, and that all the information you provide to us in connection with OB, including your email and contact information, is accurate, current and complete, and that you have the right to provide such information to us for using OB. You agree not to misrepresent your identity or your account information. You will keep your account information up to date and accurate. When using a mobile device to access OB Services, you represent that you are an authorized user of such mobile device.

7. ACCOUNT ACCESS

To enroll in OB, you must maintain at least one account with Bank which may be any one of the following types of personal and/or business accounts: Checking, NOW, Money Market, or Savings Account, a CD, or a Personal, Consumer, Mortgage or Commercial Loan.

Authorization to enroll requires a Bank Account Number and specific qualifying information.

To use OB, you must use the User ID and Password (“Access Codes”) we establish or provide for you. You may set up your Access Codes through OB. **Keep your User ID and Password confidential to prevent unauthorized use or loss to your accounts. Anyone to whom you give your Access Codes will have full access to your accounts even if you attempt to limit that person’s authority. Additionally, that person will have full access to any of your accounts which are accessed by those Access Codes, even if those accounts are joint accounts with another person.**

None of our employees will contact you via phone or email requesting your Access Codes. If you are contacted by anyone requesting this information, do not release your information and contact Bank immediately in person or by telephone. Following successful enrollment, Bank will identify and allow you online access to any other qualifying account(s) tied to the authorized enrollment confirmation. The tied accounts and loans make up your OB profile. You will be provided the opportunity to disable displaying any specific account(s) listed in your OB profile. You will also be provided the opportunity to add any accounts not included in your OB profile. This requires you to be an authorized signer on the added account(s). Qualified accounts may be added to your profile at any time. Information access to added accounts will be available immediately. The request to add an account must be in writing and submitted to OB PO Box 609, Roscoe, TX 79545 or requested through secure messaging in OB. You agree that you will only use business accounts and business or commercial services for business purposes or business transactions. You also agree that you will not use your business account for personal, family, or household use or to effect transactions for personal, family, or household purposes.

Upon successful authentication to OB, you will have already selected a User ID and Password that will allow you to access your account information. Use of the User ID and Password will indicate to Bank your acceptance of this Agreement. You agree to protect your User ID and Password from unauthorized use by not divulging the User ID or Password to anyone or in any way allowing the User ID or Password to be obtained by someone. If Bank detects suspicious activity such as repeated, failed login attempts using your User ID, Bank may restrict access to OB through your login credentials. If your access is restricted, you may not be able to retrieve your Password or log in to OB. If you are unable to retrieve your Password and you have recurring bill payments set up, you must contact Customer Service to regain access to your account or to have the bill payments cancelled.

We reserve the right, under certain circumstances, to deny access to any one or more or all deposit and/or loan accounts or to OB, or to deny the processing of transactions in order to maintain or restore security to our website and systems. We may also do so if we reasonably believe your Access Codes have been or may be obtained or are being used or may be used by an unauthorized person(s). You should not use email as a means of communications to ask questions about your account(s) or maintenance and/or problem resolution issues, or to give comments regarding your satisfaction with OB. Email is not a secure method of communicating over the Internet and we recommend you do not send confidential information by email. We recommend all such communication be sent via the secure messages feature available within

OB. We also do not recommend using email to communicate matters requiring immediate attention as delivery of such correspondence may be lost or delayed. You should communicate matters requiring Bank's immediate attention in person or by telephone.

For banking transactions, you must use the appropriate OB Services or call a bank location convenient to you. Confirmation of any transfer can be obtained from your statement, through OB, or by calling OB 325-766-3311. If you discover any discrepancies, you must notify Bank immediately.

8. ACCOUNTS ACCESSIBLE BY MORE THAN ONE PERSON

Joint account holders may use the same account as their funding account for their individual OB services. As such, each account holder has the same right of access to account activity such as notifying Bank of suspected loss or fraud, initiating or canceling a transaction, etc. Each such owner or authorized representative may individually enroll in OB. Each user is required to have a unique User ID and password. Each user will have his/her own payee list payment history.

9. CONFIDENTIALITY AND SECURITY

To provide the highest level of confidentiality and security, we require use of browsers that provide encryption using 128-bit key. The higher the level of encryption, the harder it is for unauthorized persons to read information. Major browser suppliers (Microsoft Internet Explorer, Safari, etc.) support 128-bit encryption versions that are available for download from their respective websites without charge. The encryption level may be called cipher strength or refer to cryptography.

Through your active participation in OB, you consent to the recording and/or data capture of the information and transfers you enter. All electronic communications received from you after having accessed OB using your User ID and Password will be deemed to be valid and authentic and you will be deemed to intend and agree that these electronic communications will be given the same legal effect as your written and signed paper communications.

You understand that security procedures implemented by Bank are for the purpose of verifying the authenticity of the instructions transmitted to Bank by you ("Instructions"), and not for the purpose of detecting errors in such Instructions and Bank shall not be liable for any failure to detect errors in any Instruction. You agree that our security procedures constitute a commercially reasonable method of providing security against unauthorized Instructions. You agree to be bound by any Instruction issued by you and received and verified by Bank in accordance with such security procedure, and you shall indemnify and hold Bank harmless against any loss suffered or liability incurred by, or arising from, the execution of Instructions in good faith and in compliance with security procedures.

10. BUSINESS ACCOUNTS

Additional terms and conditions for business customers using commercial services, such as ACH, wire, Business Bill Pay, and Positive Pay are provided in additional agreements relating to such services and your commercial Deposit Account Agreement.

11. SERVICES AVAILABLE THROUGH OB

This service is available to conduct the following:

- **view, download, or export account balances and transaction information**
- **view and download account statements**
- **deposit checks and view check images**
- **set up automatic and manual bill payments with Bill Pay**
- **transfer funds between your accounts at the Bank**
- **request and manage other types of transfers and payments**
- **SMS text balance notifications**
- **request a debit card**
- **request additional services**

Services are limited to the extent and subject to the terms noted below. Services are also subject to the terms and conditions of your Deposit Account Agreement and applicable service level agreements, including, but not limited to the ACH Funds Transfers Agreement and the Wire Transfer Agreement. Mobile deposits are subject to the terms and conditions of the Mobile Capture Addendum. For some services, such as Treasury Management Services, you must first contact Bank to apply to use the service and execute and agree to the applicable service level agreement prior to accessing or using the service.

12. Mobile Banking Services

You understand that Mobile Banking Services allows you to conduct certain Online Banking Services via your Mobile Device. Bank, in its sole discretion, shall decide what OB Services are offered via Mobile Banking Services. To obtain further details regarding Mobile Banking Services you must visit the Bank's OB website. Mobile Banking Services will be accessible after you have enrolled in Online Banking Services. Bank does not control or endorse in any way information, products or services maintained by such third parties, and you use such third-party services at your own risk. You also understand that by using third party services (including linking to third party websites) you are subject to the third party's privacy policy which may differ from Bank's Privacy Policy, and that you are responsible for reviewing the privacy policies of the third party. If you use any location-based Mobile Banking Services you agree that your geographic location and other personal information may be accessed and disclosed via such services. Bank reserves the right to add, withdraw, or make unavailable any Mobile Banking Services with or without notice to you. Bank retains the ability to either approve or deny your use of Mobile Banking Services, including the mobile deposit capture service, in Bank's sole and absolute discretion. All communications from Bank to you and from you to Bank are not confidential and are deemed the Bank's property.

You understand that, to access and use Mobile Banking Services, you must have a Mobile Device with the ability to access the Internet via a web browser and SMS text message functionality, as well as other compatible wireless hardware and software necessary to operate such Mobile Device. You understand you must have a Mobile Device service plan with a suitable Mobile Device service provider of your choice, and that your Mobile Device service (including Internet connection) is not part of Bank's Mobile Banking Services. You are responsible for acquiring, maintaining and operating your Mobile Device and for all associated costs, expenses and fees you incur from your service provider or any third parties in using your Mobile Device for Mobile Banking Services. You understand that 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 the use of the Mobile Banking Services.

13. OTHER LIMITATIONS

Federal law limits your ability to transfer funds from certain accounts as well as the number of times you may debit certain types of accounts. You should refer to the Deposit Account Agreement for these legal limits and the service charges and penalties related to overstepping these restrictions and limitations. Transfers made using these services are included in calculating the number of transfers from affected accounts. There is a maximum dollar limit on any transfer, which is the available balance, and/or credit line or overdraft courtesy availability.

With regard to transfers between your Bank accounts, all funds transfer instructions received before 6:00 p.m. Central Time on a business day will be posted to your account the same day. Funds transfer instructions received after 6:00 p.m. Central Time on a business day or at any time on a Saturday, Sunday or banking holiday will be considered as having been received the next business day. Bank business days are Monday through Friday. Federal holidays are not included.

You understand that you have no right to cancel any type of transfer request after it has been entered into OB Services and the information has been transmitted to Bank. Your transfer request may be processed on an automated system. If you request that a transfer order be cancelled, Bank may, but is not obligated to, use reasonable efforts to give effect to your cancellation request. Bank shall not be liable for any losses or damages incurred by you if any transfer is not cancelled after your request for cancellation. In order to cancel future-dated payments, you must log into OB and follow the directions provided for canceling transfers. You may also request to cancel a future-dated transfer by calling Bank at OB 325-766-3311 or writing us at PO Box 609, Roscoe, TX, 79545. Bank must receive a cancellation request via telephone or in writing at least three (3) business days before the transfer is scheduled. If you call, we may ask you to put your request in writing and get it to us within fourteen (14) days after you call. If you do not provide required notice of cancellation, Bank will not be liable for any losses or damages incurred by you if the transfer is not cancelled. Bank is not responsible for any transfers made before it has a reasonable opportunity to act on your cancellation notice.

14. OUR RESPONSIBILITY

Bank, or any third party acting as Bank's agent, is responsible only for performing services expressly provided for in this Agreement. If Bank does not properly complete a transfer to or from your account on time or in the correct amount according to your proper and timely Instructions, we will be liable for the amount of any actual losses or damages incurred by you resulting directly from such failure. However, neither the service Provider nor Bank will be liable:

- **If, through no fault of Bank, you do not have adequate money in the account to complete the transaction as instructed, or if the account has been closed or has become dormant,**
- **If you close a payment account and do not identify a new payment account,**
- **If you have not properly followed software or procedural instructions on how to make a transfer,**
- **If you have not given complete, correct and current instructions so that a transfer can be made,**
- **If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due,**
- **If the transfer or payment would go over the credit limit on your credit line and/or exceed any availability of your overdraft courtesy,**

- If a timely bill payment is made but the payee nevertheless does not receive the payment or does not credit your payment promptly after receipt,
- If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy,
- If withdrawals from your account have been prohibited by a court order, such as a garnishment, levy or other legal process which prevents Bank from making a transfer,
- If Bank or our agent reasonably believe that a transaction may be unauthorized and based thereon the transaction is not completed,
- If Bank's or Bank's agents' equipment and/or software were not working properly or were temporarily unavailable when you attempted to authorize a transfer or bill payment and this situation should have been apparent to you when you attempted the payment or transfer, or
- If circumstances beyond Bank or Bank's agent's control prevent making the transfer or payment, despite reasonable precautions that have been taken. Such circumstances include but are not limited to computer failure, telecommunication outages, delays caused by payees, strikes or delays and other labor or civil unrest, fires, floods, and other natural or man - made disasters.

You acknowledge that there are alternative methods for accessing the information and conducting the transactions provided by these online services, including making deposits at any Bank location, or payment by check. In the event you should experience problems in accessing OB services, you agree to access such information and conduct such transactions by such alternative methods.

There may be other exceptions to our liability as provided in your Deposit Account Agreement, Treasury Management Services Agreement, or loan agreements as well as in the specific terms of use for additional products. **IN NO EVENT WILL BANK BE LIABLE FOR DAMAGES IN EXCESS OF YOUR ACTUAL LOSS DUE TO OUR FAILURE TO COMPLETE A TRANSFER.**

15. FEES AND CHARGES, CHANGE IN TERMS NOTICE

Bank may make applicable charges for enrollment to OB. Please refer to Bank's Schedule of Fees and Charges, and any supplementation or amendment thereof, for applicable enrollment, monthly and user fees. Your accounts remain subject to fees, interest charges and charges for services and penalties as listed in your deposit and/or loan account agreements, including balance requirements and other restrictions explained in your deposit and/or loan account agreements.

Fees for OB are subject to change. When changes are made to any fees, charges, or other material terms, we will update this Agreement, and either send a notice to you at the address shown on our records, or send you a secure message. The notice will be posted and/or sent to you at least thirty (30) days before the effective date of any additional fees for OB, or regarding any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such an immediate change is made, and it cannot be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change.

You agree to promptly pay all fees and charges for services provided through the OB services and Mobile Banking Services, and you authorize us to automatically deduct all applicable charges, interest charges,

and fees from your account or accounts. If you close all your accounts with us, your OB Services and access will be cancelled.

16. REPORTING UNAUTHORIZED TRANSACTIONS, LOSS OF PASSWORD

You agree to review your statements promptly upon receipt for accuracy. Tell us AT ONCE if you believe an unauthorized transaction may be conducted from your account(s), if you believe another person has improperly obtained your User ID and Password, if you believe someone has transferred or may transfer money from your account without authorization, or you suspect fraudulent activity on your account. If you have any suspicious activity to report, you should contact Bank in person or by telephone.

When you give someone your User ID and password, you are authorizing that person to use OB, and you are responsible for all transactions that person performs while using your OB 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 Agreement and Treasury Management Services 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 OB session. Advising us right away may help you reduce possible losses. You could lose all the money in your designated deposit accounts.

17. NO DUTY TO MONITOR PAYMENTS

We do not have any duty to monitor the payments that are made through OB or the Bill Pay Service. If you are a business and an authorized representative of yours uses your Bill Pay Account to pay bills which are not yours, you assume the entire risk of loss and indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with such use.

18. DISCLOSURES TO THIRD PARTIES--CONFIDENTIALITY

Bank will disclose information to third parties about your account or the transfers you make: (1) Where it is necessary for completing transfers, or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (3) if you give us your written permission, or (4) where it is necessary for activating additional services or (5) in order to comply with a governmental agency or court order. For more information about Roscoe State Bank's Privacy Policy, [click here](#).

19. RIGHTS TO TERMINATE THIS AGREEMENT

We reserve the right to amend or terminate this Agreement and your access to OB Services, in whole or in part, at any time and for any reason. If you do not access your account(s) through OB for any seven-month period, we reserve the right to disconnect you from OB without any notice to you. If Bank terminates your access, Bank reserves the right to cancel any payment or payments or transfer or transfers that may still be pending. It is your responsibility to effect payment(s) due if your subscription with OB is canceled by us due to lack of activity or any other reason.

If you wish to cancel OB Services, please provide commercially reasonable notice. Call a location convenient to you or send us cancellation instructions in writing to PO Box 609, Roscoe, TX 79545. Any banking transactions or payments you have authorized prior to notice of cancellation will be completed as instructed until Bank has had a reasonable opportunity to effect the cancellation. Neither termination nor cancellation shall affect your liability or obligations under this Agreement for transactions initiated prior to termination or cancellation.

20. ASSIGNMENT, SEVERABILITY, WAIVER, CONSTRUCTION

You may not assign this Agreement or your right to OB to any other party. We may assign this Agreement to our parent corporation or to any now or future existing direct or indirect subsidiary or affiliate of our parent corporation. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or third parties.

If one or more provisions of this Agreement are held to be invalid, illegal or unenforceable under applicable law, such provisions in their entirety or portions thereof, to the extent necessary, shall be severed from this Agreement, and the balance of this Agreement shall be enforceable in accordance with its terms to the extent possible. Waiver of any default under this Agreement shall not constitute waiver of any prior or subsequent default.

The titles of the paragraphs and sections of this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns used in this Agreement shall be deemed to include masculine, feminine and neutral forms, as applicable.

21. LEGAL COMPLIANCE

Bank and you agree to abide by all applicable international, federal, state and local laws, rules, regulations and ordinances pertaining to the OB 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 U.S. Department of Treasury’s Office of Foreign Asset Control’s Specially Designated Nationals List.

22. GOVERNING LAW

This Agreement is subject to the provisions of all applicable circulars of the Federal Reserve Bank and any other provisions of federal law and regulations and will be governed by and interpreted in accordance with and the laws of the State of Texas, without reference to its conflict of laws provisions. Customer agrees that venue for any dispute, or legal action shall be in Nolan County. Customer agrees to notify Bank of any dispute or claim in writing prior to pursuing judicial action with respect to such dispute or claim.

23. NO WARRANTIES

Although Bank attempts to provide accurate information, names, images, pictures, logos, icons, documents, and materials on the OB Services, Bank makes no representation, endorsement, or warranty that such contents are accurate or suitable for any particular purpose. In addition to any other warranty issues discussed in this Agreement, THE OB SERVICES AND ITS CONTENTS ARE PROVIDED ON AN “AS IS” BASIS. USE OF THE OB SERVICES AND CONTENTS IS AT YOUR SOLE RISK. THE SERVICES AND CONTENTS

ARE PROVIDED WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH THE SOLE EXCEPTION OF WARRANTIES (IF ANY) WHICH CANNOT BE EXPRESSLY EXCLUDED UNDER APPLICABLE LAW. AS NOTED BELOW, BANK ALSO MAKES NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE OPERATED BY A THIRD PARTY WHICH MAY BE PART OF OR ACCESSED VIA THE OB SERVICES.

Finally without limitation as to the foregoing, in regard to limitation of liability, IN NO EVENT WILL BANK OR ITS SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH ANY PARTY'S USE OF THE OB SERVICES OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THE OB SERVICES OR ANY SERVICE OPERATED BY ANY THIRD PARTY WHICH MAY BE PART OF OR ACCESSED VIA THE OB SERVICES, OR ANY CONTENTS OF THE OB SERVICES OR ANY OTHER SERVICE, EVEN IF BANK IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

24. SERVICE CLAIMS; OUR LIMITED LIABILITY FOR USE OF ONLINE BANKING SERVICES

In addition to any other limitation on liability of the Bank and its third-party service providers as stated in this Agreement, IN NO EVENT WILL BANK, OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE OF GOODS OR MOBILE BANKING), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE ONLINE BANKING SERVICES. THE AGGREGATE LIABILITY OF BANK AND OUR THIRD-PARTY SERVICE PROVIDERS UNDER THESE TERMS OF USE SHALL NOT EXCEED FIVE HUNDRED DOLLARS.

25. INDEMNIFICATION

You understand that there are risks associated with using your mobile device, and that in the event of theft or loss, your confidential or personally identifiable information could become compromised. UNLESS CAUSED BY BANK'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, You agree to indemnify, defend, and hold BANK and its affiliates, officers, directors, employees, consultants, agents, Mobile service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from (a) a third-party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Mobile Banking Services; (b) your violation of any law or rights of a third party; or (c) Your use, or use by a third-party, of the service.

26. ENTIRE AGREEMENT

This Agreement and the other agreements, schedules, and disclosures referred to herein are a complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between parties relating to the subject matter

of this agreement and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements.

27. ERROR RESOLUTION FOR CONSUMER ACCOUNTS ONLY.

This section applies only to consumer accounts. For purpose of this section, Bank's business days are Monday through Friday. Federal holidays are not included. In case of an error or question regarding funds transfers or other activity from a checking, saving or money market account made through OB, contact us at a Bank location convenient to you. If you think your account statement or any other receipt is wrong or if you need more information about a transaction listed on the account statement or other receipt, you must do one of the following:

- Tell us your name and account number (if any)
- Write us at PO Box 609, Roscoe, TX 79545,
- Send us a message via Secure Messaging. We must hear from you no later than sixty (60) days after we sent the FIRST paper or online statement on which the problem or error appeared.

To report an error, you must:

- Tell us your name and account number (if any).
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need additional information.
- Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send us information in writing within 10 business days.

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

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation and debit the amount of the error that we previously credited. You may ask for copies of documents that we used in our investigation.

If you are a new customer, for electronic fund transfers occurring during the first thirty (30) days after the first deposit is made to your account, the applicable time periods for action by us are up to twenty (20) business days (instead of ten (10)) and ninety (90) calendar days (instead of forty-five (45)).