I. General Description of Agreement 2
A. What the Agreement Covers 2
B. Review and Acceptance of Agreement 2
C. Compliance With All Laws 2
D. Relation to Other Business Bank of Texas, N.A. Agreements 2
E. Definitions 2
II. Description of BBT Online Services in General 3
III. Using BBT Online Services 4
A. System Requirements 4
B. Security and Passwords; Additional Security Issues Regarding E-mail Communications 4
C. Business Bank of Texas, N.A. Website Services Hours and Availability 5
D. What To Do If a Session Is Interrupted 5
IV. Details Regarding Business Bank of Texas, N.A. Services 6
A. Bill Payment Services 6
B. Electronic Mail ("e-mail") Communications From Bank; Optional E-mail Services 7
V. Required Disclosures Under Electronic Funds Transfer Act and Federal Reserve Regulation E 8
A. Transfers Generally 8
B. Limits 8
C. Scheduling Transfers 8
D. Canceling My Transfers 8
E. Documentation 9
F. Bank's Liability for Failure to Complete a Transaction 9
G. My Liability For Unauthorized Use 9
H. Errors or Questions 10
I. Account Information Disclosure 11
VI. Other Terms and Conditions 11
A. Charges and Fees 11
B. Contacting Business Bank of Texas, N.A. 12
C. Changes to Agreement 12
D. Children Using Business Bank of Texas, N.A. Website Services 12
E. Bank Records and Data 12
F. Bank's Use of Third Party Service Providers 12
G. Bookmarking and Linking 12
H. General Limitation of Liability 13
I. Assignment 13
J. Governing Law and Dispute Resolution 13
VII. My Agreement to These Terms and Conditions 14

I. General Description of Agreement.

A. What the Agreement Covers.

This Internet Banking Access Agreement and Disclosure ***("Agreement")*** contains the terms and conditions governing use of online banking services known as Banking at BBT Online Banking Services ***("BBT Online Services")*** and applies only to Consumer Customers. BBT Online Services provides access to your Deposit Account(s), Loan Account(s) and any other Bank accounts via the Internet. This Agreement also includes certain disclosures required by the Electronic Funds Transfer Act ***("Act")*** and Federal Reserve Regulation E regarding Consumer Customer Deposit Accounts (see Section V). These provisions apply because by accepting this Agreement, I am representing that I am a Consumer Customer and that any Deposit Account(s) accessed using BBT Online Services are established primarily for personal, family or household purposes. By accepting this Agreement, I also understand I may be given an option to receive all the disclosures required pursuant to the Act or Regulation E in electronic form (see Section IV.B.(1) & (2)).

B. Review and Acceptance of Agreement.

I understand that I should read this Agreement carefully before registering for BBT Online Services and before accepting the Agreement in accordance with the "My Agreement to These Terms and Conditions" statement below.

C. Compliance with All Laws.

I AGREE NOT TO USE BBT ONLINE SERVICES TO INITIATE ANY TRANSACTIONS THAT VIOLATE ANY LAWS OF THE STATE OF TEXAS OR THE UNITED STATES.

D. Relation to Other Business Bank of Texas, N.A. Agreements.

My Deposit Account(s), Loan Account(s) or any other accounts accessed through BBT Online Services continue to be governed by any applicable depository, loan or other agreements. I understand that my execution of this Agreement does not alter any terms and conditions of agreements governing my Bank accounts unless expressly altered herein. In addition, the use of the Bank's web site is governed by the "Terms and Conditions of Use" for the Business Bank of Texas, N.A. Bank Site (as defined below). The Business Bank of Texas, N.A. "Customer Privacy Statement" provides the information required under the Federal Reserve Board's Regulation P concerning customer privacy. I understand that these agreements and statements are available for my review at www.businessbankoftexas.com and I acknowledge that I should read and understand these related agreements and statements before I use BBT Online Services.

E. Definitions.

In addition to those terms defined within the body of this Agreement, the terms listed below have defined meanings for the purposes of this Agreement:

"Bank" and ***"Business Bank of Texas, N.A. Bank"*** refer to The Business Bank of Texas, N.A., the depository institution holding my accounts accessed and providing BBT Online Services under this Agreement.

"Bill Payment Services," "Bill Payment," or ***"Payment(s)"*** means the online services by which I direct the Bank to debit my account(s) and transfer funds to a Payee.

"Business Day(s)" means any day excluding Saturday, Sunday and legal Bank holidays.

"Consumer Customer" means a natural person who establishes a Deposit Account, Loan Account, or other account, primarily for personal, family or household purposes.

"CST/CDT" means Central Standard Time/Central Daylight Time.

"Deposit Account(s)" means the checking, savings and/or money market accounts that I have established at the Bank.

"Electronic Funds Transfer" or ***"Transfer"*** means any transfer of funds initiated through BBT Online Services for the purpose of ordering, instructing or authorizing the Bank to debit or credit any of my deposit or loan account(s).

"I," "me," "my," and ***"myself"*** refer to each Business Bank of Texas, N.A. account holder and to each person who uses BBT Online Services for that account with the account holder's permission.

"Loan Account(s)" means any loan or line-of-credit account(s) that I have with the Bank.

"BBT Online Services" means the online banking services provided to consumer customers by the Bank as described in Section II.

"Payee" means any individual, business, or other entity that I designate for transfer of funds or Bill Payment, and whom the Bank accepts as Payee.

"Site" means the Business Bank of Texas, N.A. Bank web site located at: www.businessbankoftexas.com.

"Transaction(s)" means any action I initiate, request or conduct using BBT Online Services, including but not limited to any Electronic Funds Transfers.

II. Description of BBT Online Services in General.

My Social Security number used in combination with the personal identification number ***("PIN")*** I select activates access to and use of BBT Online Services. I may use BBT Online Services to access the Deposit Account(s) or Loan Account(s) on which I am a signer or for which I have an unrestricted right to withdraw or perform transactions. The Bank reserves the right to limit the types of accounts that I may access, or may restrict access to Deposit Account(s), Loan Account(s), or other account(s) for any reason and in its sole discretion.

BBT Online Services may include:

- transferring funds from my Deposit Account(s) held in my name;
- making Loan Account payments from available Deposit Account funds;
- advancing funds from established Loan Account(s);
- Bill Payment Services;
- ATM/debit card services;
- account maintenance, such as updating my customer information and changing my account preferences;

- various optional e-mail services and alerts that the Bank may make available from time to time ***("E-mail Services");***
- customer assistance;
- downloading account information to management and accounting software;
- additional services offered by the Bank at www.businessbankoftexas.com.

III. Using BBT Online Services.

A. System Requirements.

I understand that to use BBT Online Services, I must first obtain access to the Internet with compatible hardware, software and web browser. The Bank requires that I use a web browser that supports adequate security measures including SSL encryption technology, or additional security measures as the Bank may require. Obtaining and maintaining adequate Internet access is my responsibility, and I am solely responsible for all Internet Service Provider ***("ISP")*** fees and costs. **I understand that the Bank is not responsible for any computer virus or related problems that may be associated with my use of the Internet in general or my use of BBT Online Services via the Internet.**

B. Security and Passwords; Additional Security Issues Regarding E-mail.

Communications.

(1) Security and Passwords:

In addition to my acceptance of the terms and conditions of this Agreement, the following shall occur:

I will perform an initial authentication through BBT Online Services by using my Social Security Number and PIN. The Bank may rely solely on these items for initial identification and authentication of me.

After this initial authentication, I will then be able to choose and enter a User ID ***("User ID"),*** *a* personal password ***("Password"),*** and shall respond to any additional questions or requests for information that the Bank may require from time to time, in the Bank's sole discretion, in conjunction with any additional authentication procedures that the Bank may employ ***("Additional Authentication Information" or "AAI").*** Such AAI shall be used in conjunction with various authentication procedures that the Bank may employ, including but not limited to, security questions and responses and/or other hardware and software-based security and authentication programs and procedures. Upon selection, the User ID, Password and AAI become the new method of the Bank authentication. I must enter my User ID and Password each time I access BBT Online Services, and may be requested to enter my AAI from time to time for additional security procedures and purposes.

I understand I am responsible for safeguarding my User ID, Password and AAI. I understand that the Bank **will rely on access via the User ID, Password and AAI as confirmation that I have authorized all activity** conducted following such authenticated access to BBT Online Services, including any Deposit Account(s), Loan Account(s) or other Account debits or credits, any other transfers or Bill Payment Services, or any other charges or fees incurred by use of BBT Online Services. If I permit another person to use my BBT Online Services, or give them my User ID, my Password or my AAI, I am responsible for all activity the person initiates via BBT Online Services,

even if he or she exceeds my authorization. I understand that I should not leave my computer unattended while using BBT Online Services, and that I should log out after completing a BBT Online Services session.

I understand and agree to notify the Bank immediately if my User ID, Password or AAI have been lost, stolen or compromised.

(2) E-mail Communication Security Warning About "Phishing," "Spoofing," and Other Forms of Identity Theft:
Business Bank of Texas, N.A. strives to maintain the privacy and security of customer personal data and private information. I understand that the only secure connection that can be established with the Bank is by my logging into BBT Online Services at www.businessbankoftexas.com. As stated in Section IV.B.(1)(b), any e-mail communications between the Bank and myself are not encrypted and are unsecure. I understand and am aware of certain types of Internet scams commonly referred to as "phishing" and "spoofing" whereby individuals attempt to make Internet users believe they are receiving e-mails from a specific trusted source, or that they are securely connected to a trusted web site when that is not the case. Many of these scams attempt to collect personal and private information about consumers so that the perpetrators can commit credit card fraud, bank fraud, or other forms of identity theft.

I understand and agree that Business Bank of Texas, N.A. will not send me an e-mail asking for any of the following personal or private information to be returned to Bank via e-mail, and I will not return such information via e-mail in response to any e-mail even if it purports to come from the Bank: my complete account number with the Bank; my Social Security Number; any of my ATM/debit card numbers or PINs; my User ID, Password or AAI; or any other personal or private information. Business Bank of Texas, N.A. will also never send an e-mail or any E-mail Service asking me to "click here" or "click on this link" to update my account information. All legitimate e-mail messages from the Bank will instruct me to log into BBT Online Services in order to update or transmit my personal or private information.

I understand that the Bank cautions me to bear the following in mind when viewing unsolicited e-mail purportedly coming from Business Bank of Texas, N.A.:

- I should not trust e-mail headers because they can be easily forged.
- I should avoid filling out forms in e-mail messages because a return e-mail message may not necessarily be returned to Business Bank of Texas, N.A., or may be misrouted on the way to the Bank.

From time to time, Business Bank of Texas, N.A. may send out notification or other e-mails regarding updated terms, conditions, or services, and such e-mail may include a link to an online Business Bank of Texas, N.A. Bank document. **I understand that I should not click on a "log-in" link purporting to come from Business Bank of Texas, N.A. in any e-mail, and I understand that I can always type in www.businessbankoftexas.com to navigate to the official Business Bank of Texas, N.A. Bank web site.**

I should fill in all personal or private information only while logged into BBT Online Services because logging in establishes a secure connection with the Bank.

I understand and agree to notify the Bank immediately if I believe my User ID, Password or AAI have been transmitted to a web site other than the official Business Bank of Texas, N.A. site or have been otherwise compromised.

C. BBT Online Services Hours and Availability.

I may use BBT Online Services almost any time, day or night, seven (7) days a week. BBT Online Services will be temporarily unavailable from time to time for scheduled maintenance. Unscheduled downtime may also occur, but the Bank will reasonably attempt to minimize service interruptions. I acknowledge and agree that the Bank is not responsible for my inability to access BBT Online Services for reasons beyond its control, including factors affecting my ISP(s), telecommunications service provider(s), high-speed Internet access provider(s), and other such relevant entities.

D. What To Do If BBT Online Session Is Interrupted.

If my BBT Online Services session is interrupted for any reason, I agree to log into BBT Online Services again to determine if the previously entered Transaction is displayed. If I cannot reestablish a connection, or ascertain the status of any previously entered Transaction, I will call one of the Bank's Internet Banking Specialists at 1-866.512.1228. **TO AVOID A DUPLICATE TRANSACTION, I WILL NOT REISSUE A TRANSACTION DURING THE INTERRUPTED SESSION UNLESS I AM ADVISED TO DO SO BY AN INTERNET BANKING SPECIALIST. I AUTHORIZE THE BANK TO PAY ANY DUPLICATE TRANSACTION, AND THE BANK IS NOT RESPONSIBLE FOR ANY THIRD PARTY'S REFUSAL TO RETURN ANY FUNDS RESULTING FROM A DUPLICATE TRANSFER.**

IV. Details Regarding BBT Online Services.

A. Bill Payment Service.

(1) Bill Payment Services are available through BBT Online Services. Bill Payment Services allow me to instruct the Bank to transfer funds, either by electronic transfer (such as Automated Clearing House ***("ACH"))*** or by check, to the Payee (each individual transfer being a Bill Payment or Payment). Unless otherwise required by law, the Bank is responsible only for using ordinary care in processing and sending Bill Payments I authorize according to this Agreement.

a. The Bank is not liable for any of my losses or damages under the following conditions:

- **If I do not have sufficient funds in my account to make the Bill Payment on the date a payment is scheduled to be sent.**
- **If I do not allow sufficient time between the date a payment is scheduled to be sent and the due date.**
- **For the failure of any Bill Payment Payee to correctly account for or credit the Bill Payment in a timely manner.**
- **For any Bill Payment I authorize that contains an error with regard to the identifying information for the Payee, including the refusal of any such unintended Payee to return any funds transferred as a result of such error.**
- **For changes to a third party's account name or number or other identifying information if funds are being transferred to the account of that third party, unless I have advised the Bank of the change sufficiently in advance.**
- **For any other circumstances beyond the control of the Bank.**

b. All Bill Payments must be payable in U.S. dollars to a Payee located in the United States including U.S. territories and APO's / AEO's. The Bank may (i) restrict categories of Payees to whom Payments may be sent, and (ii) refuse to pay any

payee for any reason at the Bank's discretion.

c. I must allow sufficient time for my Payment to reach the Payee so that it may be processed prior to the due date, excluding any applicable grace period. The Bank strongly recommends that I allow adequate time between the date a Payment is scheduled to be sent and the due date. If I schedule my Payment following all instructions, but the Payment is not applied by the Payee in a timely manner, the Bank will reasonably work on my behalf to attempt to resolve the matter. However, under no circumstances does the Bank guarantee that the Payment will reach the Payee by the due date. **I agree that the Bank is not liable for any late fees, finance charges, or other actions taken by the Payee.**

d. If the Deposit Account designated by me to provide funds for a Payment does not have sufficient funds to cover the Payment, the Bank can reject the Payment without liability. If I have any questions regarding a rejection, I may contact one of the Bank's Internet Banking Specialists at 1-866.512.1228.

e. I understand that the Bank reserves the right to delete my list of Payees if I have not used the Bill Payment Services for an extended period of time (as determined by the Bank). If deleted, I must re-type the Payee list to use Bill Payment Services again.

f. I must refer to the BBT Online Services web page for information regarding cut-off times for scheduling Payments.

B. Electronic Mail ("e-mail") Communications From Bank; Optional E-mail Services.

(1) E-mail Communications from the Bank:

a. As part of my registration for BBT Online Services, I am providing the Bank with my Internet e-mail address that the Bank anticipates using for delivery of BBT Online Services ***("Primary E-mail Address"),*** and to provide notification of updates and changes to BBT Online Services. By accepting this Agreement, I agree to receive all disclosures, notices and other communications about BBT Online Services, including amendments to this Agreement, in electronic form. If I do not wish to receive such notices and communications via electronic delivery, I must notify the Bank in writing that I elect not to receive such items electronically, and send such notification to Business Bank of Texas, N.A. Attn: Internet Banking, 1910 West Braker Lane, Bldg 3, Suite 100, Austin, TX 78758. Should I change my Primary E-mail Address for any reason, I will notify the Bank immediately to ensure that BBT Online Services and communication between myself and the Bank are not interrupted. I can change my Primary E-mail Address by accessing BBT Online Services. If I cannot enter the change through BBT Online Services, I may e-mail the Bank at info@businessbankoftexas.com, call a Bank representative at 1-866.512.1228, or write to the Bank Attn: Internet Banking, 1910 West Braker Lane, Bldg 3, Suite 100, Austin, TX 78758.

b. I acknowledge and agree that because e-mail is not secure, and due to the inability to verify identity via e-mail, the Bank will not use e-mail to perform transactions on my account(s) unless the Bank is able to validate the request by other means of communication with the Bank. I understand that the Bank is only required to attempt re-delivery of failed e-mails originally sent to my Primary E-mail Address in the manner, for example, as stated in the Bank's current Online Statement Delivery Agreement and Disclosure, available at www.businessbankoftexas.com. I further understand and agree that the Bank will not be liable for any loss or damage incurred

by me when an unauthorized person gains access to any such e-mail (see security procedures and warnings in section III.B.(2)). **I AGREE TO INDEMNIFY THE BANK AND HOLD THE BANK HARMLESS IF THE BANK ACTS WITH ORDINARY DUE CARE AND IN GOOD FAITH IN RESPONDING TO ANY E-MAIL PURPORTED TO BE SENT BY ME.** The Bank's use of its normal security procedures for maintaining confidentiality and security of information shall constitute fulfillment of the Bank's obligations to exercise due care.

(2) Activation of Optional E-mail Services through BBT Online Services:

The Bank may make E-Mail Services available in the future. I understand that I may activate any of the E-Mail Services, and that my selected E-Mail Services will be effective after activation by my making selections in BBT Online Services. I accept and acknowledge that each E-Mail Service may not be encrypted, and because such E-Mail Services are not encrypted, the Bank will never include my User ID, Password, or full account number. However, E-Mail Services may include my name and information about my account(s), such as the last four digits of my account number, or specific account transaction information. **I acknowledge that transmission of the masked account number and specific information including but not limited to dollar amounts, or individual Payees and Payors, does not constitute transmission of personal or private information, and I hereby authorize the Bank to send such information via e-mail to my Primary E-mail Address provided to the Bank. THE BANK SHALL NOT BE LIABLE FOR LOSSES OR DAMAGES ARISING FROM NON-DELIVERY, DELAYED DELIVERY, OR WRONG DELIVERY OF AN E-MAIL SERVICE; INACCURATE CONTENT IN ANY E-MAIL SERVICE; ANY ACTIONS RESULTING FROM THE INTENTIONAL OR UNINTENTIONAL DISCLOSURE OF ANY E-MAIL SERVICE OR ITS CONTENTS BY ME TO ANY UNAUTHORIZED PERSON; OR MY USE OR RELIANCE ON THE CONTENTS OF ANY E-MAIL SERVICE FOR ANY PURPOSE.** I also acknowledge that all of the terms and conditions regarding e-mail communications stated in Section IV.B.(1) also apply to optional E-Mail Services.

V. Required Disclosures Under Electronic Funds Transfer Act and Federal Reserve Regulation E.

The following provisions apply to those BBT Online Services used to access Deposit Account(s) because I am representing that I am a Consumer Customer and that my Deposit Account(s) are established primarily for personal, family or household purposes. I understand these provisions do not apply to commercial customers accessing Deposit Account(s) with the Bank established for Business Purposes.

A. Transfers Generally.

I understand all Transfers must originate from a Deposit Account on which I am a current signer. Bank reserves the right to refuse the acceptance of any particular Transfer for any reason.

B. Limits.

Unless otherwise provided in any other agreements I may have with the Bank, the maximum dollar limit for all Transfers within a 24-hour period is equal to the available balance in any Deposit Account(s), or may be another maximum amount set by the Bank and communicated to me. If my Deposit Account does not have sufficient funds to complete a Transfer, the Bank may refuse to conduct the Transfer. If the Bank does complete the Transfer, I am responsible for any overdrafts or fees that are generated. I understand that federal limitations on the number of Transfers per each statement period applicable to money market and savings accounts per each statement period will apply, and the number of Transfers that I can make from such accounts will be limited. I should refer to the Bank's money market account and savings account disclosures or contact the Bank's Customer Service at **1-866.512.1228** for details on limitations.

C. Scheduling Transfers.

I understand that detailed instructions for scheduling transfers are located in BBT Online Services. The first payment of a recurring Transfer conducted through BBT Online Services must be scheduled for a date that is a valid date for that month. Should subsequent months not include that date, then the Bank will assume I mean to schedule a Transfer on the first day of the following month. For example, if the first monthly Transfer is scheduled for January 31, the second monthly transfer will not occur until March 1. If the first day of the following month is not a Business Day, then the Transfer may not be processed until the next Business Day.

D. Canceling My Transfers.

I understand that I cannot cancel an immediate Transfer from my Deposit Account(s) after it has been entered into BBT Online Services and the information has been transmitted to the Bank.. **The Bank will not be liable for any losses or damages incurred by me.**

E. Documentation.

I will get a statement for each of my Deposit Account(s) which will reflect, among other things, all Transfers that have occurred during my monthly statement cycle. I will receive a statement at least quarterly for each Deposit Account, even if no activity has occurred during the time period covered by that statement.

F. Bank's Liability for Failure to Complete a Transaction.

If the Bank does not complete a Transfer on time, or in the correct amount according to my instructions, the Bank may be liable for my proximately caused damages. However, there are some exceptions. The Bank will not be liable, for instance, if:

- Through no fault of the Bank, there are not sufficient funds in the Deposit Account to make the Transfer, or the account has been closed.
- I have not properly followed the scheduling instructions and requirements for making a Transfer according to this Agreement.
- Circumstances beyond the Bank's control prevented the Transfer, despite reasonable precautions that the Bank has taken. Such circumstances include telecommunication outages, postal strikes, delays caused by other financial institutions, fires, and floods.
- Bank has placed a "hold" on any funds in my Deposit Account(s) in accordance with Bank's rights under applicable laws or any other agreements between Bank and I.
- The Bank has received incomplete or inaccurate information from me or a third party involving the Transfer.
- A court order, such as a garnishment or other legal process, prevents the Bank from making a Transfer.
- The Bank has a reasonable basis for believing that unauthorized use of my User ID, my Password, my AAI or my Deposit Account(s) has occurred or may be occurring.
- I default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with the Bank.

- The Bank or I terminate this Agreement.

There may be other exceptions in addition to those listed above.

If any of the above circumstances occur, the Bank will assist me, if requested, with reasonable efforts in taking appropriate corrective action to reprocess a Transfer that may not have been completed, or to correct any incorrect Transfer that has been processed.

G. My Liability for Unauthorized Use.

I will tell the Bank **AT ONCE** if I believe that my User ID, my Password and/or my AAI has been lost or stolen or used without my permission. I understand and acknowledge that the best way to minimize my loss is to call the Bank **immediately.** I also understand that the unauthorized use of my User ID, my Password and/or my AAI could cause me to lose all of the money in my accounts, plus any amount available if overdraft protection is applicable, if I do not notify Bank in a timely manner.

I understand that I will have no liability for unauthorized transactions if I notify the Bank within sixty (60) days after the statement showing the transaction has been sent to me. If I do not tell the Bank within sixty (60) days after the statement was sent to me I may not get back any money I lost after the sixty (60) days if the Bank can prove that I could have stopped someone from taking the money if I had told the Bank in time. If a valid reason (such as a long trip or a hospital stay) kept me from telling the Bank, I understand that the Bank will extend the time periods.

For any of my Transactions processed through the VISA system, my liability limits will differ from those set forth above. For transactions processed through the VISA system, I understand that I will have no liability for unauthorized transactions if I report the unauthorized transactions to the Bank. The Bank may impose greater liability, to the extent allowed by law, if the Bank reasonably determines that I was either grossly negligent or fraudulent in the handling of my BBT Online Services Transactions processed through the VISA System. This may include my delay for any unreasonable time in reporting unauthorized transactions.

If I assert that an unauthorized Transfer may have occurred, or I believe my User ID, my Password and/or my AAI has become known to an unauthorized person, the Bank may require me to sign a sworn statement/affidavit to that effect.

H. Errors or Questions.

In case of errors or questions about Transfers, I should call the Bank's Internet Banking Service Center at 1-866.512.1228 or I should write to the Bank at: Business Bank of Texas, N.A., Internet Banking Service Center, 1910 West Braker Lane, Bldg 3, Suite 100, Austin, Texas 78758. If I think my account statement is wrong or if I need more information about a Transfer listed on the statement, I must contact the Bank immediately. I understand that the Bank must be notified no later than sixty (60) days after the FIRST account statement on which the problem or error appeared was sent, and I must:

- Tell the Bank my name and account number and
- Describe the error or the Transfer I am unsure about, and explain as clearly as I can why I believe it is an error or why I need more information and
- Tell the Bank the dollar amount of the suspected error.

If I tell the Bank via telephone, the Bank may require that I send my complaint or question in writing within ten (10) Business Days. The Bank may also require me to provide my complaint in the form of a sworn statement/affidavit. The Bank will determine whether an error occurred within ten (10) Business Days after the Bank hears from me and will correct any error promptly. If the

Bank needs more time, however, the Bank may take up to forty-five (45) days to investigate my complaint or question. If the Bank decides to do this, it will provisionally re-credit my Deposit Account within ten (10) Business Days for the amount thought to be in error, so that I will have the use of the money during the time it takes the Bank to complete its investigation. If the Bank asks me to put my complaint or question in writing and the Bank does not receive it within ten (10) Business Days, the Bank may decide not to provisionally re-credit my Deposit Account.

For errors involving new accounts, the Bank may take up to ninety (90) Business Days to investigate my complaint or question and up to twenty (20) Business Days to credit my account for the amount I think is in error.

The Bank will tell me the results within three (3) Business Days of completing its investigation. If the Bank determines that there was no error, the Bank will send me a written explanation. I may ask for copies of the documents that the Bank used in its investigation. If the Bank provisionally re-credited my account, the Bank may take back the amount of any credit if it finds that an error did not occur.

I. Account Information Disclosure.

I understand that the Bank will disclose information to third parties about my Deposit Account(s) and the authorized Transfers:

- When necessary to verify or complete Transfers or to resolve a problem related to a Transfer.
- To verify the existence and the condition of my Deposit Account for a third party, such as a credit bureau or merchant.
- To comply with any government agency or court order.
- At the Bank's discretion, to any subsidiary or affiliate.
- If I give the Bank my written permission.
- As otherwise permitted in the Bank's "Deposit Account Agreement and Other Disclosures," by law, or as required by government regulations.

VI. Other Terms and Conditions.

A. Charges and Fees.

There is no service charge for accessing my accounts with BBT Online Services.

BBT Online Services with iPay – I may be assessed a service charge for paying bills via BBT Online Services with Bill Payment Services.

I should note that depending on how I access BBT Online Services, I might incur charges for:

- Normal account fees and service charges.
- Payments or transfers made through BBT Online Services from a savings or money market account may result in an excess transaction fee (I must refer to my savings or money market account agreement or fee schedule for details).

- Additional fees may be assessed for added self-service features available through BBT Online Services, such as certain stop payment requests, requesting check copy orders, ordering new checks, obtaining account statement copies or any additional services for which the Bank chooses to offer to me for a fee (I must consult the applicable agreement governing the account to determine if my accounts are subject to these fees).

- An NSF or overdraft fee may also apply if I schedule payments or transfers from one of my accounts and my available balance is not sufficient to process the transaction on the date scheduled.

- The Bank may also charge me a research fee as stated in any applicable fee schedule.

I understand that the Bank may charge additional fees for use of BBT Online Services, and that I may be subject to any other applicable fees related to any Transaction as set forth in any applicable agreement. The Bank will automatically deduct fees related to the Transactions on either the account statement date for the account for which BBT Online Services are provided, or on the date the BBT Online Service is actually provided. If the Bank decides to change the fees it charges in connection with BBT Online Services, the Bank will notify me at least thirty (30) days prior to the effective date of the change, and a notification to me at my Primary E-mail Address is acceptable notification.

B. Contacting Business Bank of Texas, N.A.

In addition to the electronic communication methods discussed in Section IV of this Agreement, I may also contact a Business Bank of Texas N.A. Internet Banking Specialist with any questions or concerns by calling toll free at 1-866.512.1228. The Bank's specialists will be available to assist me on Business Days from 9:00 a.m. to 4:00 p.m. CST/CDT.

C. Changes to Agreement.

I understand that the Bank reserves the right to change the Agreement at any time, and that the Bank will mail by regular U.S. postal mail, or by e-mail, a notice to me at least twenty-one (21) days before the effective date of any change to my Deposit Account or Loan Account services that would result in increased liabilities for me, increased fees, a reduction in the types of available transfers, or stricter limits on frequency or dollar amounts of Transfers, unless such prior notice is otherwise excused by law. I agree that the Bank is not liable or otherwise responsible if I do not receive such notification via e-mail because I have changed my Primary E-mail Address and not informed the Bank of such change. By using BBT Online Services after any changes or amendments are effective, I am agreeing to be bound by such revised Agreement. I may review the most current version of this Agreement anytime at www.businessbankoftexas.com.

D. Children Using BBT Online Services.

The safety and privacy protection of children is very important to Business Bank of Texas, N.A. Children should always ask their parent or guardian for permission before sending personal information to anyone online. I understand that only the parent or legal guardian of a child under the age of 13 has authority to access BBT Online Services, even if the account has been established on behalf of that child. **If I permit a child under the age of 13 to use BBT Online Services, or give the child my User ID, Password or my AAI, I understand that I am responsible for all activity the child initiates from or to any of my accounts, even if he or she exceeds my authorization. I understand that I can contact the Bank in accordance with Section V.H. of this Agreement with any questions or concerns.**

E. Bank Records and Data.

I acknowledge that the Bank may elect to record or otherwise document information and e-mail messages entered via BBT Online Services for record keeping purposes, and I authorize the Bank to record such information. The Bank's records kept in the regular course of business will be presumed to accurately reflect the contents of my instructions to the Bank, and in the absence of manifest error, will be binding and conclusive.

F. Bank's Use of Third Party Service Providers.

Business Bank of Texas, N.A.'s ability to provide certain of the BBT Online Services depends on its ability to provide access to third party networks. For details regarding the Bank's safeguarding of my personal information, I should refer to the Bank's "Customer Privacy Statement" available at www.businessbankoftexas.com. In the event that the Bank determines, in its sole discretion, that it is unable to provide third party network access, the Bank may discontinue the related BBT Online Services(s) or may provide the BBT Online Service(s) through alternate third party networks. I understand that the Bank shall have no liability for the unavailability of access during any transition period, and shall give me written notice of any BBT Online Service involving Transfers to or from my Deposit Account(s) being discontinued at least twenty-one (21) days in advance of such termination, unless such prior notice is otherwise excused by law.

G. Bookmarking and Linking.

I understand that I may create a bookmark in my web browser to the BBT Online Services page. I may not create any link to BBT Online Services without the written approval of the Bank, including, without limitation, a link on a publicly accessible web site. I should refer to the Business Bank of Texas, N.A. "Terms and Conditions of Use" regarding the Business Bank of Texas, N.A. website (available at www.businessbankoftexas.com) for information regarding permitted links to the Business Bank of Texas, N.A. home page.

H. General Limitation of Liability.

TO THE EXTENT PERMITTED BY LAW, THE BANK SHALL NOT BE LIABLE FOR DAMAGES IN EXCESS OF MY ACTUAL LOSS DUE TO THE BANK'S FAILURE TO COMPLETE A TRANSFER, AND THE BANK WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER CAUSED BY THE EQUIPMENT AND/OR THE SERVICES, NOR WILL THE BANK BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF MY EQUIPMENT. THE BBT ONLINE SERVICES ARE PROVIDED "AS IS." I 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.

I. Assignment.

I may not assign all or any part of my rights or obligations under this Agreement without the Bank's prior express written consent, which may be withheld in the Bank's sole discretion. The Bank may assign or delegate this Agreement or all or any part of its rights under this Agreement, including, without limitation, the performance of Services described herein. This Agreement is binding on and shall insure to the benefit of the successors and permitted assigns of either party.

J. Governing Law and Dispute Resolution.

This Agreement is governed by the laws of the State of Texas without reference to its conflict of laws principles. Any disputes arising from or related to this Agreement or use of BBT Online

Services shall be governed by the laws of the State of Texas (without reference to conflicts of laws principles). In addition, any dispute arising from or related to my accounts with the Bank or BBT Online Services shall be governed by federal laws and regulations, Federal Reserve Bank Rules and Operating Circulars, local clearing house rules, Automated Clearing House rules, and general bank practices applicable to similar types of accounts.

I AGREE THAT ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR USE OF BBT ONLINE SERVICES WILL BE SETTLED BY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT OR THE TEXAS ARBITRATION ACT, IN ACCORDANCE WITH THE APPLICABLE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). ALL ARBITRATIONS SHALL BE CONDUCTED IN ENGLISH AND SHALL OCCUR IN AUSTIN, TEXAS. IF THE BANK SHALL INITIATE ANY ARBITRATION, OR IF I INITIATE AN ARBITRATION AND THE AMOUNT IN CONTROVERSY IS LESS THAN $300, THEN THE BANK SHALL BEAR THE COST OF THE ARBITRATOR'S FEES; HOWEVER, IF THE ARBITRATOR SHALL FIND THAT I INITIATE THE ARBITRATION PRIMARILY FOR THE PURPOSE OF HARASSMENT OR IN A VEXATIOUS MANNER, THE ARBITRATOR MAY AWARD SUCH FEES AS COSTS TO THE BANK. IF I INITIATE AN ARBITRATION AND THE AMOUNT IN CONTROVERSY IS $300 OR MORE, THEN THE BANK AND I SHALL EQUALLY BEAR THE COST OF THE ARBITRATOR'S FEES. IN ANY ARBITRATION OR JUDICIAL PROCEEDING, EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN LEGAL FEES AND OTHER COSTS, UNLESS OTHERWISE REQUIRED BY LAW. JUDGEMENT MAY BE ENTERED UPON ANY AWARD IN ANY COURT HAVING JURISDICTION.

VII. My Agreement to These Terms and Conditions.

I acknowledge that I am responsible for complying with all terms of this Agreement and the terms governing any Deposit Account(s), Loan Account(s) or any other account(s) which I access using BBT Online Services.

BY CLICKING ON THE "ACCEPT" BUTTON BELOW, I AGREE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT I ACCEPT THIS AGREEMENT WITHOUT MODIFICATION, AND THAT I WILL BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT JUST AS IF I SIGNED THE AGREEMENT. FURTHERMORE, I UNDERSTAND THAT BY USING BBT ONLINE SERVICES I 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 I DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, I UNDERSTAND THAT I SHOULD NOT CLICK ON THE "ACCEPT" BUTTON AT THE BOTTOM OF THIS AGREEMENT AND THAT I SHOULD NOT USE BBT ONLINE SERVICES.

(NOTE: The foregoing provisions of Section VII. are applicable only in the event that I am accepting this Agreement to activate and receive BBT Online Services. If I am reviewing this Agreement for any other reason (for example, prior to signing up for BBT Online Services or as the result of Bank updating the terms and conditions herein), I understand and acknowledge that there may be no "I Accept" button available on this web page.)