

## **SouthTrust Bank, N.A. Online & Mobile Banking Terms and Conditions**

These terms and conditions constitute the agreement ("Agreement") between you and **SouthTrust Bank, N.A.** ("Bank") with respect to the provision of Online Banking Services (the "Service") to you. By using Online Banking, you agree to these Terms and Conditions. In this Agreement, the words "you" and "yours" mean the entity that applied for the Service, and the terms "us" and "we" mean the Bank. This Agreement is in addition to other agreements between the parties. You may print this document for your files or you can request a copy by mail by calling Customer Service at 361-449-1571. Representatives are available Monday - Friday 8:00am – 5:00pm CT. Or you can write to: SouthTrust Bank, N.A., PO Box 2230, George West, TX 78022.

### **Types of Available Transfers and Services**

Here's what you'll be able to do on your computer with Online Banking:

- Obtain available balance information for all eligible accounts as of the close of business on the preceding Business Day. However, debits initiated for Bill Payments and credits initiated for loans and lines of credit, may not be reflected in the Available Balance until the next business day or later.
- Review transaction information for the last eighteen months or eighteen months of statements for deposit accounts
- Make transfers from your checking or savings to your checking, savings or loan accounts.
- Access information on SouthTrust Bank, N.A. products and services.
- Obtain a summary of checking, savings, money market, now, CDs, IRAs and loans accounts.
- Register for the Bill Pay service to pay bills or make payments from your account to a business or person in the United States.
- View, print and download electronic statements or notices and disclosures by enrolling in the eStatement Service, which will also cancel your paper statement. SouthTrust Bank, N.A. Verde E-Statement accounts receive only electronic delivery of statements, notices and disclosures.

### **Account Access**

Access information about the following types of Accounts:

SouthTrust Bank, N.A. Products

- Checking Accounts
- Savings Accounts
- Certificate of Deposit Accounts (CDs)
- Individual Retirement Accounts (IRAs)
- Loans

### **Any person you have authorized to access your Online Banking Account is authorized to:**

- Accept these Terms and Conditions, as amended from time to time
- Access each eligible Account of yours in any manner and for any purpose available through Online Banking, whether available now or available at some time in the future. Access includes making transactions on linked accounts, such as checking or savings accounts.

You agree that any eligible Account opened at a future date will automatically be linked to Online Banking.

### **Your Log On Credentials**

Your log on credentials are used to identify you when accessing Online Banking. They act as your signature.

You can change your log on credentials at any time. For your protection, you should memorize your log on credentials and not keep any notation of them on or with your computer. Your log on credentials assure that only you, or someone to whom you give your log on credentials, can access your Online Banking Account. You agree not to give your log on credentials to anyone you do not authorize to use your Online Banking Account. If you do, you will be responsible for any money withdrawn or transferred from your Accounts when such person uses your log on credentials.

If any of your Accounts are joint accounts or have additional authorized signers, each owner, or authorized signer is entitled to and should have their own log on credentials to access their Online Banking. The sharing of credentials is not recommended and could potentially place your information at risk. To register, joint holders and authorized signers should call Customer Service at 361-449-1571 or sign up for Online Banking by visiting [www.southtrust.com](http://www.southtrust.com) and selecting "Enroll" to create individual log on credentials.

You understand and agree that to the extent permitted under applicable law each owner of an Account is jointly and individually responsible for all Online Banking transactions that affect that Account.

### Limitations on Frequency of Transfers and Dollar Amounts

You may use Online Banking and the Bill Pay service as often as you would like. Internet transfers or Bill Payments must not exceed your Available Balance in the Account on the day the transfer is made, unless you have authorized SouthTrust Bank, N.A. to use your usable balance from an account that has been previously designated. Transfers from your line of credit account are subject to the terms of the credit agreement. The Bank may place limitations on the frequency of preauthorized and "Telephone Transfers" from savings accounts and money market deposit accounts. ("Telephone Transfers" as used in this paragraph refers to transfers initiated through Online Banking, Online BillPay, 24-Hour Voice Access System and those initiated by telephoning the Bank and instructing Bank personnel to transfer funds from your savings or money market deposit accounts.) If you exceed the transfer limits, then SouthTrust Bank, N.A. may be required to close your savings or money market account and transfer the balance to a checking account.

### Transfer Processing

#### Date of Immediate Transfer Request

#### Date Immediate Transfer will be made

On a Business Day - before  
Approximately 5 p.m. Central Time

Same Business Day that the transfer is requested.<sup>1</sup>

On a Business Day - after  
Approximately 5 p.m. Central Time

Transaction will post the next Business Day after the transfer is requested.<sup>1</sup>

On a day other than a Business Day

Transaction will post the next Business Day after the transfer is requested.<sup>1</sup>

#### Date of Scheduled Transfer Request

#### Date Scheduled Transfer will be made

On a Business Day<sup>2</sup>

Transaction will post the same Business Day the day the transfer was scheduled.<sup>3</sup>

On a day other than a Business Day

Transaction will post the next Business Day after the day the transfer was scheduled.<sup>3</sup>

<sup>1</sup> If transferring to a SouthTrust Bank, N.A. deposit account, the funds are available upon completion of the transfer.

<sup>2</sup> When scheduling recurring transfers, if the first transfer is scheduled for the same Business Day the request is made, the first transaction will follow the "Date of Immediate Transfer Request" rules and the remaining scheduled transfers will follow the "Date of Scheduled Transfer Request" rules.

<sup>3</sup> If transferring to a SouthTrust Bank, N.A. deposit account, the funds are available on the next business day.

You may cancel or make changes to a future transfer up to approximately 2 p.m. CT on the day of the Scheduled Transfer.

SouthTrust Bank, N.A. may reject a transfer instruction if there are insufficient Available Funds in your Account or in the usable balance from an account that has been previously designated, or for any other reason.

### Bill Payment Processing

The Bill Pay service allows you to use your accounts to pay a bill or to make payments to a business or other payee that has a mailing address within the U.S. You agree not to use the Bill Pay service to make any tax payments or any court-ordered payments. You agree that if you attempt to make payments for taxes or court-ordered payments or if you attempt to make payments to a payee outside the U.S., SouthTrust Bank, N.A. and its agents will not be responsible for that payment.

By registering for the Bill Pay service, you authorize SouthTrust Bank, N.A. and its agents to follow the payment instructions you have provided using your Online Banking Account. You will provide SouthTrust Bank, N.A. with the names, addresses, phone numbers and account information of those persons or entities to whom you wish to make a Bill Payment. When you initiate a Bill Payment, you authorize SouthTrust Bank, N.A. to charge your account on a Business Day provided in the transaction and to remit funds to the payee on your behalf electronically, provided electronic payments are permitted and accepted by the payee. If the payee does not permit and accept electronic payments, then those funds will be remitted to the payee through the use of a paper check issued by SouthTrust Bank, N.A. or its agent and payable to the payee. Such paper check will state that it represents a payment from you and will indicate the account number of your account with the payee.

Payments can be sent to payees electronically or by check. As a number of different factors are considered to determine how the payment will be sent, we cannot tell which method of payment will be used until the payment is processed. Based on factors considered, our payment system selects the most appropriate method.

Electronic payments are sent whenever possible. If a payee accepts checks only, an individual corporate check is sent.

While it is anticipated that most Bill Payments will be processed and completed on the same business day selected for the Bill Payment Process Date, it is understood by you that due to circumstances beyond the control of SouthTrust Bank, N.A., such as delays by the payee and the payee's bank or agent in handling and posting Bill Payments, some Bill Payments may take longer to be posted to your account at the payee. For this reason, SouthTrust Bank, N.A. recommends that you select a Bill Payment Process Date which is at least four Business Days before the actual due date of the payments. You agree that SouthTrust Bank, N.A. will not be responsible for any Bill Payment that is received or posted by the payee after the grace period or that results in a late charge or penalty being assessed by the payee if you did not follow this recommendation. In such event, you agree that you shall have the sole risk of incurring and the sole responsibility for paying any and all late charges or penalties assessed by the payee.

Only payees with United States addresses may be paid using the Bill Pay service. We reserve the right to limit the frequency and dollar amount of transactions from your accounts.

You may use Bill Pay service to authorize automatic recurring payments of recurring bills. These payments must be for the same amount each month and they will be paid on the same calendar day of each month, or on the next Business Day if the regular payment day falls on a weekend or holiday.

#### **Your Right to Cancel (Stop Payment) a Bill Payment**

You can cancel or stop a single Bill Payment anytime before the Bill Payment Process Date for that payment through the use of Online Banking. If the Bill Payment is a recurring payment set up on the Bill Pay service, then you can cancel that Bill Payment: (1) Through the use of Online Banking as long as the request is received before the Bill Payment Process Date of the next recurring Bill Payment, (2) By calling us at 361-449-1571, or (3) By writing to: SouthTrust Bank, N.A., PO Box 2230, George West, TX 78022. We must receive your call or written request at least 4 (four) Business Days before the Bill Payment Process Date of the next recurring Bill Payment. Once a recurring bill payment is cancelled, all future payments to that payee will be cancelled and you must reschedule it if you want a Bill Payment to be made in the future.

#### **SouthTrust Bank, N.A. Mobile Banking**

Mobile Banking is an extension of Online Banking and is available to all customers who have enrolled in the service. To use Mobile Banking customers are required to use their existing Online Banking log on credentials.

All features and services available through Online Banking are not available via Mobile Banking unless the Full Website option is launched from your mobile device.

You agree that you will not install software onto your mobile device that you are not familiar with or have not read the Terms and Conditions for that software.

You agree to download mobile security software updates when available. You agree that your mobile device will be locked if it is left unattended for twenty minutes.

You agree to log off of Mobile Banking at the completion of your online session.

In the event that your mobile device is lost or stolen and you believe you were not logged off and / or feel your log on credentials may have been compromised, please contact the Customer Service department. We also recommend that you contact your wireless service provider to have your device deactivated.

SouthTrust Bank, N.A. does not charge a fee for using Mobile Banking. The usual and customary fees that the Bank may charge for any products and services provided continue to apply. You may incur internet data charges and call costs from your mobile service provider/internet service provider.

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at anytime for any reason outside of the reasonable control of SouthTrust Bank, N.A or any service provider.

You acknowledge that in connection with your use of Mobile Banking, SouthTrust Bank, N.A and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). SouthTrust Bank, N.A and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. SouthTrust Bank, N.A and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state,

federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by SouthTrust Bank, N.A (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of SouthTrust Bank, N.A or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose SouthTrust Bank, N.A, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

#### Fingerprint Login for Mobile Banking

Fingerprint Login is an optional fingerprint sign-in method for SouthTrust Bank, N.A Mobile Banking that may be available for certain Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device). Fingerprints are stored on your device only and SouthTrust Bank, N.A never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within SouthTrust Bank, N.A Mobile Banking. SouthTrust Bank, N.A reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within SouthTrust Bank, N.A Mobile Banking. Android is a trademark of Google Inc.

#### Card Controls Additional Terms

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply. 1. The Card Controls feature is only available for debit cards issued by SouthTrust Bank, N.A that you register within the Mobile Banking App. 2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact SouthTrust Bank, N.A to discontinue the alerts and controls. 3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address. 4. Card Controls may enable access to SouthTrust Bank, N.A and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto. 5. To the extent this Mobile Banking App allows you to access third party services, SouthTrust Bank, N.A, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability. 6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS,

UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW. 7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. 8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect

#### **SouthTrust Bank, N.A. Alerts**

**Alerts.** Your enrollment in SouthTrust Bank, N.A. Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your SouthTrust Bank, N.A. account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. SouthTrust Bank, N.A. reserves the right to terminate its alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your SouthTrust Bank, N.A. Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop alerts via text message, text "STOP" to 31727 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in SouthTrust Bank, N.A. Online Banking. For help with SMS text alerts, text "HELP" to 31727. In case of questions please contact customer service at 361-449-1571. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** SouthTrust Bank, N.A. provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed

or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside SouthTrust Bank, N.A.'s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold SouthTrust Bank, N.A., its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

### **Electronic Funds Transfer Provisions for Consumers**

The provisions in this section apply only to electronic funds transfers that debit or credit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an 'EFT'). SouthTrust Bank, N.A. may rely on any exceptions to the provisions in this section that are contained in Regulation E. All terms not otherwise defined in these Terms and Conditions which are defined in Regulation E will have the same meanings when used in this section as they do in Regulation E.

Your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

- If you notify us within two business days after learning of the loss or theft of your log on credentials, your liability will not exceed the lesser of \$50 or the amount of unauthorized EFTs that occur before notice to us.
- If you fail to notify us within two business days after learning of the loss or theft of your log on credentials, your liability will not exceed the lesser of \$500 or the sum of:
  - \$50 or the amount of unauthorized EFTs that occur within the two business days, whichever is less; and
  - The amount of unauthorized EFTs that occur after the close of two business days and before notice to us, provided we establish that these EFTs would not have occurred had you notified us within that two-day period.
- You must report an unauthorized EFT that appears on a periodic statement within 60 days of our transmittal of the statement to avoid liability for subsequent transfers. If you fail to do so, your liability will not exceed the amount of the unauthorized EFTs that occur after the close of the 60 days and before notice to us, and that we establish that they would not have occurred had you notified us within the 60-day period. You may, as applicable, also be liable for the amounts described in the two immediately preceding paragraphs.
- If your delay in notifying us was due to extenuating circumstances, we will extend the times specified in the three immediately preceding paragraphs to a reasonable period.

### **Telephone Number and Addresses**

The telephone number and address to be used to notify SouthTrust Bank, N.A. when you believe that an unauthorized EFT has been or may be made are:

- Customer Service at 361-449-1571 (Monday – Friday 8:00am – 5:00pm CT)
- Or you may write to SouthTrust Bank, N.A., PO Box 2230, George West, TX 78022

### **Your Right to Receive Documentation of Transfers**

You will receive a periodic statement in the mail for each Account, unless you have chosen to receive eStatement Service, or you have a Verde E-Statement Account that provides electronic delivery of all notices, statements and disclosures. Your statement will reflect all your transactions, including your Online Banking transactions. If you have registered for the Bill Pay service, your periodic statement will reflect bill payments.

### **Liability for Failure to Complete Online Banking Transactions**

If we do not complete a Online Banking Transaction on time or in the correct amount according to this agreement with you, we will be liable for your losses or damages caused by such failure but not for any special or consequential damages, unless required by applicable law. However, there are some exceptions. We will not be liable for any indirect, incidental, special or consequential damages if our failure was not intentional and resulted from a bona fide error, notwithstanding our procedures to avoid such error, for instance:

- IF you do not have enough available funds in your Account to make your transfer, unless you have authorized SouthTrust Bank, N.A. to use your usable balance from an account that has been previously designated.
- IF your computer malfunctions.
- IF the Web Browser or the processing center of SouthTrust Bank, N.A. is not working properly and you knew or were advised by SouthTrust Bank, N.A. about this when you made the Internet Banking Transaction.

- IF circumstances beyond our control (such as fire, flood, computer failure or interference from an outside force) prevent the Online Banking transaction from being properly made or completed.
- IF your log on credentials have been reported lost or stolen or we have reason to believe that the Online Banking transaction is unauthorized.
- IF the transaction would violate any applicable provision of any risk control program or applicable policies, procedures or practices, or government regulations.
- IF we have reasonable cause not to honor an instruction for our protection or for yours.
- IF the funds in your Account are subject to legal process or other encumbrance restricting the transfer.
- IF the Bill Payment Process Date is not at least 4 (four) Business Days prior to the due date of such payment.
- IF the payee has a mailing address outside the U.S. or if the Bill Payment is to pay any taxes, or to make a court-ordered or directed payment.

Our liability is explained in any agreements, notices and disclosures that we separately provide to you from time to time regarding your accounts and the Services. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices, or disclosures. Under no circumstances will we have any liability to you for failing to provide you access to your accounts through the Service. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing the Services as expressly stated in this Agreement and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Services.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

1. is not in accordance with any term or condition applicable to the Service or any related account;
2. would result in us exceeding any limitation of our intra-day net funds position established pursuant to present or future Federal Reserve guidelines;
3. would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority; or
4. is not in accordance with any other requirement of our applicable policies, procedures or practices.

#### **Alterations and Amendments**

The terms of this Agreement, applicable fees and service charges may be altered or amended by the Bank from time to time. In such event, the Bank will post the amended terms or conditions on the sign in page on the Web Site. Any use of the Service after the Bank posts a change will constitute your agreement to such change(s). Further, the Bank may from time to time revise or update the programs, and/or related material which may render all prior program versions obsolete. Consequently, the Bank reserves the right to immediately terminate this Agreement as to all such prior versions of the Service, and/or related material and limit access to the Bank's more recent revisions and updates of the Service.

You agree we may provide you with all disclosures, notices and other communications about the Service and any future amendments, in electronic form. We will provide all future notices by posting them on the sign in page for a period of at least 90 days. At your request, we will provide you with a paper copy of any of the documents posted electronically by calling Customer Service at (361) 449-1571. The bank cannot guarantee the receipt of the notices.

#### **Disputes**

In the event of a dispute regarding the Service, you and the Bank agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Bank which supersedes any prior agreement, representation or warranty, oral or written, and any other communications between you and the Bank relating to the subject matter of this Agreement, except to the extent that this Agreement may be subsequently modified by the Bank posting additional terms and conditions on the Web Site as described under the Alterations and Amendments section of this Agreement above. If there is a conflict between what a Bank employee says and the terms of this Agreement, the terms of this Agreement shall control.

Your use of the Service may also be affected by the agreements between us for your deposit, debit card and other linked accounts. When you link an account to the Service, you do not change the agreements you already have with us for that account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with this Service.

#### **Password and Security**

You may distribute your Online Password to individuals within your organization, however, you are fully responsible for any and all actions by such individuals as it relates to the Service and their use thereof. We will not contact you via email or phone requesting your Online Password. If you are contacted by anyone requesting this information please contact us immediately. You agree to take adequate measures to guard against unauthorized access to your Online Password. If you believe that your

Password has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Bank at once by calling Customer Service at (361) 449-1571. We may suspend or cancel your password even without receiving such notice from you, if we suspect your password is being used in an unauthorized or fraudulent manner. Unless otherwise provided in this Agreement or as required by law, you agree to be fully liable for all losses which may arise from unauthorized transactions.

#### **Removal of Account Access**

You may remove access to any Account by notifying SouthTrust Bank, N.A. by calling Customer Service at (361) 449-1571 or by written correspondence to SouthTrust Bank, N.A., PO Box 2230, George West, TX 78022. All SouthTrust Bank, N.A. Verde E-Statement accounts require that you access the accounts only through Online Banking and such accounts will need to be closed if you want to remove online access.

#### **In Case of Errors or Questions About Your Online Banking Transactions**

If you think your Account statement sent to you by SouthTrust Bank, N.A. or transaction information obtained by you through Online Banking is wrong or if you need more information about a Online Banking transfer listed on that statement, contact us as soon as possible. You must notify us no later than 60 calendar days after we sent, or you obtained through Online Banking, the first statement in which the problem or error appeared. Call the telephone number on your statement or 361-449-1571. Representatives are available Monday - Friday 8:00am – 5:00pm CT.

You may also write SouthTrust Bank, N.A. at:

*SouthTrust Bank, N.A.*

*PO Box 2230*

*George West, Texas 78022*

1. Tell us your name and the Account number.
2. 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 more information.
3. Tell us the dollar amount of the suspected error.
4. Tell us the date the error occurred.

If you inform us verbally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will report back to you within 10 Business Days after we hear from you and will correct any error promptly. If we require more time, however, we may take up to 45 calendar days to investigate your complaint or question (90 calendar days for point of sale transactions). If we decide to do this, we will credit your Account within 10 Business Days for the amount you think is in error, so that you can use the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we do not have to re-credit your Account. If a notice of error involves an Online Banking transaction that occurred within 30 days after the first deposit to the account was made, the time period for action listed above will be 20 Business Days in place of 10 Business Days and the time period for investigation will be 90 calendar days in place of 45 calendar days.

If we decide that there was no error, we will send you a written explanation within 3 Business Days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

If your Account is in the joint names of you and one or more other persons, then each of you will be responsible for Online Banking transactions made by any of you.

#### **Documentation of Transfers**

You will get a monthly account statement. However, with respect to a savings account, if there are no electronic funds transfers in a particular month, you may not get a statement monthly but you will get a statement at least quarterly.

#### **Electronic Delivery of Notices and Disclosures**

- If you choose the eStatement Service for SouthTrust Bank, N.A. Bank Product account(s), or, for your SouthTrust Bank, N.A. Verde E-Statement account(s) which all require the eStatement Service, you will receive an email alert when your periodic online statement is ready or when notices or other disclosures are available. It is your responsibility to inform us of any changes to your email address.
- Any statement shown on Online Banking that does not have the electronic statement indicator selected will continue to be delivered through the U.S. Mail.
- No paper statements, notices or other disclosures will be mailed for SouthTrust Bank, N.A. Verde E-Statement Accounts.

#### **Accessing eStatements**

SouthTrust Bank, N.A. will send an electronic notice to the email address provided and deliver selected periodic account statements, notices and other disclosures to your SouthTrust Bank, N.A. Online Banking account. You will have access to an electronic version of your deposit account statement(s) for eighteen (18) months. This service provides you with the flexibility to print and save account statements that are made available online. You may select electronic delivery of one or all of the listed statements. Electronic delivery is required for all SouthTrust Bank, N.A. Verde E-Statement accounts.

#### **Your paper statement on request**



At your request, SouthTrust Bank, N.A. will send you a paper copy of your electronic statement previously delivered through the Online Banking service at any time. Paper copies of electronic statements can be requested by contacting SouthTrust Bank, N.A. Customer Service at 361-449-1571. A request for a paper copy does not cause a termination of the electronic statement service. A paper copy of electronic statements can be obtained until the copy is no longer required to be maintained as a record for the designated account under applicable law or regulation.

SouthTrust Bank, N.A. will not mail to you paper copies of account disclosures, statements, notices and other communications for accounts included in your eStatement Service, including any applicable IRS Forms 1099. To request a paper copy of account disclosures, statements, notices, and other communications for SouthTrust Bank, N.A. Bank Product accounts, you must write to SouthTrust Bank, N.A., PO Box 2230, George West, TX 78022.

If you want to withdraw consent for the eStatement Service for your SouthTrust Bank, N.A. Verde E-Statement account(s), you will have to close the SouthTrust Bank, N.A. Verde E-Statement account(s).

#### **Joint personal account holders**

Each joint account holder may sign up to receive eStatements individually. To cancel the eStatement Service, only one owner of the account needs to request the change. The eStatement Service cannot be cancelled for SouthTrust Bank, N.A. Verde E-Statement Accounts.

**SouthTrust Bank, N.A. may deliver paper disclosures** at its discretion, SouthTrust Bank, N.A. may deliver statements, notices, agreements, disclosures and information about your account(s) in paper form to your last postal mailing address of record.

**SouthTrust Bank, N.A. will send an email alert when your eStatement is available** The only notice that you will receive advising you that your electronic periodic statement has been posted to Online Banking will be by email alert sent to the single, specific email address selected and confirmed and validated by you upon enrollment. One attempt will be made to notify you by email that your eStatement is available to view. If the email address provided is returned as "undeliverable", you will be prompted to enter a new email address the next time you attempt to use the eStatement Service in Online Banking. This email will be the only notice you will receive and no other notice will be sent. Any and all notices sent by SouthTrust Bank, N.A. to the email address will constitute sufficient and effective delivery to you and all owners of the information contained in your electronic statement whether or not you access or review the notice, Online Banking site or specific electronic statement, and shall be deemed to have been delivered to you personally, whether actually received or not. You agree to maintain access to Online Banking in a manner that gives you continuous ability to access, review and print your electronic statements and to receive and access all notices sent to you at the designated email address. It is your sole responsibility to advise SouthTrust Bank, N.A. immediately of any changes or updates to the designated email address. There are certain risks associated with the transmission of email notices through the Internet including but not limited to unauthorized access, system outages, delays, disruption in telecommunications services and the Internet. Email is not private or secure. The email notice sent to you by email is an unencrypted, automatic notice. Although the notice is not intended to contain personally identifiable confidential financial information, it may contain in its design, part or all of your name or other identifier, which could be seen or intercepted by others if delivered to your business address or other computers or electronic devices not exclusively under your control. Do NOT respond to the email notices by return email, or use the reply function to request information, service, paper copies or other items or to revoke consent. SouthTrust Bank, N.A. will not be responsible to act upon requests made in that manner.

#### **Canceling the eStatement Service**

You or any designated account owner may revoke consent for the eStatement Service for one or more SouthTrust Bank, N.A. Bank account(s) accessed through Online Banking, other than SouthTrust Bank, N.A. Verde E-Statement account(s), at any time by contacting your local branch. Electronic posting of your electronic statement on Online Banking and transmission of related email notices will continue until: (1) termination of the eStatement Service, (2) termination of your designated account(s) with SouthTrust Bank, N.A., or (3) termination of your Online Banking service with SouthTrust Bank, N.A. SouthTrust Bank, N.A. may terminate the eStatement Service for any or all designated accounts at any time. Upon such termination, delivery of paper copies of periodic account statements, notices and disclosures will resume within a reasonable time. Termination of the eStatement Service does not affect the validity or legal effect of any eStatement Service delivered to you or any owners of the account(s) through Online Banking. Termination of the eStatement Service does not terminate the Online Banking service unless otherwise so stated.

To withdraw consent, or to provide updated information on how SouthTrust Bank, N.A. may contact you electronically, you must write to SouthTrust Bank, N.A., PO Box 2230, George West, TX 78022.

#### **Indemnification**

Except to the extent that we are liable under these Terms and Conditions or an agreement that governs an Account of yours, if you are an owner of an Account, you agree to 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 an Account or the performance of Online Banking, including any service provider therein. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Online Banking by you or your authorized representative.

#### **Hardware and Software Requirements**

- You agree that you have or will have access at all times to a personal computer capable of supporting at your cost; high level browser encryption, Internet access, a valid email address, and Online Banking. You must also have access to Adobe Acrobat Reader or another similar program to utilize PDF files.
- If the method of electronic delivery by SouthTrust Bank, N.A. changes so as to require additional software, upgrades, plug-ins or additional security features in your hardware or software system used by you for SouthTrust Bank, N.A. bank products account(s), you may terminate the eStatement Service or you may agree to upgrade your hardware or software system to the required standards.
- If SouthTrust Bank, N.A. determines that a change to the eStatement Service concerning any future system or hardware enhancement creates a material risk that you may not be able to access or retain a subsequent electronic record, SouthTrust Bank, N.A. will notify you of such change and allow you to withdraw consent for this eStatement Service for SouthTrust Bank, N.A. bank products account(s), whereupon SouthTrust Bank, N.A. may terminate this service until you choose to enroll again in this service and deliver a new consent to participate in this service by accepting SouthTrust Bank, N.A. online consent form posted on Online Banking.
- You understand that your accessing electronic statements through Online Banking and receiving email notices may incur certain costs associated with email, electronic access, downloading, online time and subscription costs associated with Internet and telecommunications service providers, paper and printing costs, and equipment or software upgrades if necessary. You agree that you will pay all such costs and expenses in connection with your use of the eStatement Service.

Except as specifically provided in these Terms and Conditions or where applicable law requires a different result, NEITHER WE NOR OUR SERVICE PROVIDERS OR OTHER AGENTS WILL BE LIABLE FOR ANY LOSS OR LIABILITY RESULTING IN WHOLE OR IN PART FROM ANY ACT OR FAILURE TO ACT OF YOUR EQUIPMENT OR SOFTWARE, OR THAT OF AN INTERNET BROWSER PROVIDER, OR BY AN INTERNET ACCESS PROVIDER, BY AN ONLINE SERVICE PROVIDER OR BY AN AGENT OR SUBCONTRACTOR FOR ANY OF THEM, NOR WILL WE OR OUR SERVICE PROVIDERS OR OTHER AGENTS BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF YOUR ACCESS TO OR USE OF, OR FAILURE TO OBTAIN ACCESS TO ONLINE BANKING, INCLUDING ANY SERVICE PROVIDER THEREIN.

#### **Fees**

**Online Banking** and the **Bill Pay** service are FREE to all SouthTrust Bank, N.A. Customers. Your Internet service provider may charge fees. Electronic transaction charges may apply. Please refer to your account agreement.

#### **Changes to the Terms of the Agreement**

SouthTrust Bank, N.A. may change this Agreement by electronically sending to you a notice, mailing to you a notice or posting a notice of such change in a SouthTrust Bank, N.A. branch where you maintain your Account. However, if the change results in (1) increased or new fees or charges, (2) increased liability for you, (3) fewer types of available Online Banking services, or (4) stricter limitations on the frequency or dollar amounts of transfers, then, unless the change must be made immediately for security reasons, at least 30 days before the effective date of the change SouthTrust Bank, N.A. will either electronically send you a notice or mail a written notice to you.

Any notice to you will take effect when it is personally or electronically delivered to you or mailed to the last address we have for you in our records.

#### **Business Days**

Our business days are Monday through Friday 8:00am - 5:00pm (Central Time), excluding weekends and holidays.

#### **Assignment**

You may not assign this Agreement to any other party. The Bank may assign this Agreement at any time. The Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

#### **Disclosure of Account Information to Third Parties**

We will disclose information to third parties about your account or the transfers you make only in the following situations:

1. Where it is necessary for completing transfers
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant
3. In order to comply with a governmental agency or court orders
4. If you give us your written permission
5. As otherwise stated in our Privacy Policy located on our Web Site

#### **Termination or Discontinuation**

In the event you wish to discontinue the Service, you may contact your local branch, call Customer Service at (361) 449-1571 or submit your request in writing. Written notice of service discontinuance must be sent to:

SouthTrust Bank, N.A.

PO Box 2230

George West, TX 78022

The Bank may terminate use of the Service if there has been no Online Banking activity for a period of 6 consecutive months or for any other reason. SouthTrust Bank, N.A. may suspend your Bill Payment service without prior notice if there has been no Bill Payment activity for a period of 6 consecutive months or for any other reason. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

#### **No Waiver**

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

#### **Applicable Law**

This Agreement shall be governed by the laws of the State of Texas and applicable federal law and regulations.

#### **Miscellaneous**

Each of the persons that establish an Online Banking relationship on behalf of an entity represents and warrants that he or she has full requisite power and authority to execute and deliver this Agreement on behalf of the entity and to bind such entity to the terms of this Agreement. In any action brought by a party hereto to enforce the obligations of any other party hereto, the prevailing party shall be entitled to collect from the opposing party such party's reasonable litigation costs and attorney's fees and expenses (including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation). In the event any provisions of this Agreement, or the application of such provisions to any person or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable, to any extent for any reason, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected and shall continue to be enforceable to the fullest extent permitted by law. This Agreement, and all provisions of this Agreement shall be deemed drafted by all the parties hereto. This Agreement shall not be interpreted strictly for or against any party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

#### **SouthTrust Bank, N.A. Mobile Deposit User Agreement**

This Mobile Deposit User Agreement ("Agreement") contains the terms and conditions for the use of SouthTrust Bank, N.A. Mobile Deposit that SouthTrust Bank, N.A. ("SouthTrust Bank, N.A.", "us," or "we") may provide to you ("you," or "User"). Other agreements you have entered into with SouthTrust Bank, N.A. are incorporated by reference and made a part of this Agreement.

- a. **Services.** The mobile deposit services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to SouthTrust Bank, N.A. or SouthTrust Bank, N.A.'s designated processor.
- b. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change on our website. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after SouthTrust Bank, N.A. has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, SouthTrust Bank, N.A. reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.
- c. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

- d. **Hardware and Software.** To use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by SouthTrust Bank, N.A. from time to time. SouthTrust Bank, N.A. is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.
- e. **Eligible items.** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to SouthTrust Bank, N.A. is converted to an Image Replacement Document for subsequent presentation and collection; it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:
- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
  - Checks containing an alteration 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 is drawn
  - Checks payable jointly, unless deposited into an account in the name of all payees.
  - Checks previously converted to a substitute check, as defined in Reg. CC.
  - Checks drawn on a financial institution located outside the United States.
  - Checks that are remotely created checks, as defined in Reg. CC.
  - Checks not payable in United States currency.
  - Checks dated more than 6 months prior to the date of deposit unless otherwise specified on the negotiated item.
  - Checks or items prohibited by SouthTrust Bank, N.A.'s current procedures relating to the Services or which are otherwise not acceptable under the terms of your SouthTrust Bank, N.A. account.
  - Checks payable on sight or payable through drafts, as defined in Reg. CC.
  - Checks with any endorsement on the back other than that specified in this agreement.
  - Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- f. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as "For deposit only, account # \_\_\_\_\_" or as otherwise instructed by SouthTrust Bank, N.A. You agree to follow any and all other procedures and instructions for use of the Services as SouthTrust Bank, N.A. may establish from time to time.
- g. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation promptly following your transmission that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time; any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.
- h. **Availability of Funds.** You agree that the items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 5:00 pm Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available the next business day from the day of deposit. SouthTrust Bank, N.A., in its sole discretion, may make such funds available sooner or may extend the hold period beyond the next business day based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as SouthTrust Bank, N.A., in its sole discretion, deems relevant.
- i. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from SouthTrust Bank, N.A. that we have received an image that you have transmitted, You agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to SouthTrust Bank, N.A. upon request.

- j. **Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. Our current limits are as follows.
- For an account that has been open for 90 days or more, with good account behavior as determined in our sole discretion; the daily dollar limit for deposits is \$5,000.00 per day and/or \$5,000.00 per transaction.

There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded. SouthTrust Bank, N.A. may change these limits at any time, in its sole discretion.

- k. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in SouthTrust Bank, N.A.'s sole discretion subject to the Account Agreement governing your account.
- l. **Errors.** You agree that the items are not subject to the dispute resolution process or requirements established under the Electronic Funds Transfer Act or its implementing regulation, Regulation E. You agree to notify SouthTrust Bank, N.A. of any suspected errors regarding items deposited through the Services right away, and in no event later than 10 days after the applicable SouthTrust Bank, N.A. account statement is sent. Unless you notify SouthTrust Bank, N.A. within 10 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against SouthTrust Bank, N.A. for such alleged error.
- m. **Errors in Transmission.** By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. SouthTrust Bank, N.A. bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
- n. **Image Quality.** The image of an item transmitted to SouthTrust Bank, N.A. using the Services must be legible, as determined in the sole discretion of SouthTrust Bank, N.A. Without limiting the foregoing, the image quality of the item must comply with the requirements established from time to time by SouthTrust Bank, N.A., the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.
- o. **User Warranties and Indemnification.** You warrant to SouthTrust Bank, N.A. that:
- You will only transmit eligible items.
  - You will not transmit duplicate items.
  - You will not re-deposit or re-present the original item.
  - All information you provide to SouthTrust Bank, N.A. is accurate and true.
  - You will comply with this Agreement and all applicable rules, laws and regulations.
  - You are not aware of any factor which may impair the collectability of the item.
  - You agree to indemnify and hold harmless SouthTrust Bank, N.A. from any loss for breach of this warranty provision.

Any breach of the above warranties may result in cancellation of the Service for your specific profile in the SouthTrust Bank, N.A. mobile application, closure of your accounts, or termination of the client relationship.

- p. **Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.
- q. **Termination.** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Account Agreement with us.
- r. **Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
- s. **Ownership & License.** You agree that SouthTrust Bank, N.A. retains all ownership and proprietary rights in the Services, associated content, technology, and website. Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii)

for any purpose which would be contrary to SouthTrust Bank, N.A.'s business interest, or (iii) to SouthTrust Bank, N.A.'s actual or potential economic disadvantage in any aspect. You may use the Services for business or personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

- t. **Disclaimer of warranties.** You agree your use of the services and all information and content (including that of third parties) is at your risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of the services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and no infringement. We make no warranty that the services (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the service will be accurate or reliable, and (iv) any errors in the services or technology will be corrected.
- u. **Limitation of liability.** You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data or other losses resulting from the use or the inability to use the services incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of this services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if SouthTrust Bank, N.A. has been informed of the possibility thereof.

**Contact Us**

**Mail:** SouthTrust Bank, N.A.  
PO Box 2230  
George West, Texas 78022

**Call:** (361) 449-1571