

**BEAL BANK**  
**ONLINE ACCOUNT AGREEMENT AND DISCLOSURE**

This Online Account Agreement and Disclosure ("Agreement") governs the online account opening and online banking services available from Beal Bank and UmbrellaBank.com, a division of Beal Bank ("Beal Bank") which are described in this Agreement and which may be referred to individually as an "**Online Account**" or a "**Service**" and collectively as the "**Services**" or as "**Online Banking**." In this Agreement, the terms "**you**", "**your**", and "**yours**" refer to the person who opens an Online Account or enrolls in Online Banking and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Online Account. The term "person" refers to an individual or an entity. "**Party**" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent. The terms "**we**", "**our**", "**us**", and "**Bank**" mean Beal Bank.

**1. Introduction**

Please read this Agreement carefully. By opening an Online Account and enrolling in Online Banking, by accessing and using one of these Services, or by permitting another person to access and use one of the Services, you agree to the terms and conditions of this Agreement.

**2. Important Account Opening Information.**

Federal law requires us to obtain sufficient information to verify your identity and to assist the government in the fight against terrorism and money laundering activities. We are required to obtain, verify, and record information that identifies each person and/or entity who opens an account.

What this means for you: When you open any type of account with us, including an Online Account, we will ask for your home address, date of birth, and driver's license for individuals, as well as other identifying documents that will allow us to identify you and/or your organization. In some instances we may use outside sources to confirm that information. The information you provide is protected by our privacy policy and applicable federal and state law.

In addition, when you open a new Online Account, you will be asked to provide account information for a designated financial institution account external to Beal Bank that will be the source of funding for your new Online Account. During the new Online Account opening process you will be required to provide the requested information to Beal Bank and to authorize Beal Bank to initiate funding of your Online Account from your designated external financial institution account.

**3. Agreement.**

This Agreement, along with any other documents we give you pertaining to your Online Account(s), constitutes the entire agreement that establishes rules that control your Online Account(s) with us. Please read this carefully. If you sign the signature card or open or continue to use your Online Account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this Agreement. If you have any questions, please call us.

This Agreement is subject to applicable federal laws and to the laws of the state of Texas, which is the state in which you open your Online Account (except to the extent that this Agreement

can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this Agreement is to:

1. Summarize some laws that apply to common transactions with respect to the various products that we offer;
2. Establish rules to cover transactions or events that the law does not regulate;
3. Establish rules for certain transactions or events that the law regulates but permits variation by agreement; and
4. Give you disclosures of some of our policies to which you are or may be entitled or in which you may be interested.

If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard Agreement, but we must agree to any variation in writing either on the signature card for your Online Account or in some other document amending this Agreement.

The headings in this document are for convenience of reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. If there is a conflict between this Agreement and an account agreement, the terms of this Agreement will apply, unless this Agreement provides otherwise.

#### **4. Customer Liability.**

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the Agreement and our then-current schedule of fees (Fee Schedule), which is available at [www.bealbank.com](http://www.bealbank.com). You authorize us to deduct these charges directly from the Online Account balance as accrued. You will pay any additional reasonable charges for services you request that are not covered by this Agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to your Online Account. This liability is due immediately, and we have the right to deduct such amounts directly from the Online Account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will also be liable for our costs to collect the charge or overdraft amount as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in dispute involving your Online Account including, but not limited to, disputes between you and another joint account owner; you and an authorized signer or similar party; or a third party claiming an interest in your Online Account.

#### **5. Limit of Beal Bank and Other Providers' Responsibility.**

Beal Bank agrees to make reasonable efforts to ensure full performance of Online Banking. Beal Bank will be responsible for acting only on those instructions sent through Online Banking which are actually received and cannot assume responsibility for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of messages you send. Beal Bank is not responsible for any losses or delays in transmission of

instructions arising out of the use of any internet service provider or caused by any browser software. Any information you receive from Beal Bank can only be provided on a best efforts basis for your convenience and is not guaranteed. Beal Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information. Beal Bank is not responsible for any computer virus or related problems which may be attributable to the Services or to any services provided by any internet service provider.

**UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL BEAL BANK, ITS AFFILIATES, AND OUR AND THEIR RESPECTIVE THIRD-PARTY PROVIDERS, PARTNERS, LICENSORS, EMPLOYEES, DISTRIBUTORS AND AGENTS BE LIABLE TO YOU FOR INCIDENTAL, INDIRECT, DIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, DAMAGES FOR TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF PRIVACY, OR PECUNIARY LOSS ARISING OUT OF YOUR USE OR YOUR INABILITY TO USE THE SERVICES; ARISING IN CONNECTION WITH YOUR USE OF THE SERVICES, INCLUDING ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION IN YOUR USE OF THE SERVICES; ANY ACT OR OMISSION BY US IN ADMINISTERING THE SERVICES; OR THE PURCHASE OR USE OF ANY GOODS OR SERVICES OF MERCHANTS OR SUPPLIERS THROUGH THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.** Because some states do not allow the exclusion of limitation of liability for consequential or incidental damages, in such states the liability of the foregoing entities and individuals is limited to the extent permitted by law.

**THE LIMITATIONS OF DAMAGES SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN BEAL BANK AND YOU. BEAL BANK WOULD NOT BE ABLE TO PROVIDE ONLINE BANKING WITHOUT SUCH LIMITATIONS. SOME STATES DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

#### **6. Warranties Disclaimer.**

**BEAL BANK MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING ONLINE BANKING, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS, AND THEN ONLY TO THE EXTENT, DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.**

#### **7. Access to Online Banking Services.**

To enroll in and access Online Banking, you must have access to a computer (including all related hardware and software) and the Internet (which requires an Internet service provider, a

web browser, and the ability to receive electronic mail ("email") at an active email account), which are together referred to as your "**Personal Computer**". By accepting this Agreement, you are confirming that you have a Personal Computer which satisfies the Bank's minimum hardware and software requirements described in the Bank's Agreement to Receive Disclosures by Electronic Delivery. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way or to have certain features, plug-ins, or add-ons, such as JavaScript support and "cookies".

You may access Online Banking only at the Bank's website. You may not access Online Banking through third-party financial management software.

## **8. FDIC Insurance Notice.**

Beal Bank is the FDIC-insured depository institution at which you are opening your Online Account. All deposit accounts that you maintain in the same right and capacity at Beal Bank, including deposit accounts opened through [www.UmbrellaBank.com](http://www.UmbrellaBank.com), a division of Beal Bank, shall be added together for the purpose of calculating FDIC deposit insurance coverage. Deposit accounts at Beal Bank are insured by the FDIC in accordance with applicable law and regulations.

The standard deposit insurance amount is \$250,000 per depositor, per insured bank, for each ownership category. Additionally, depending on your accounts and their ownership status, the FDIC may provide additional insurance. To find out how your accounts are insured, you can use the FDIC Electronic Deposit Insurance Estimator at [edie.fdic.gov](http://edie.fdic.gov).

## **9. Hours of Operations and Business Days.**

For the purposes of this Agreement, our "**Business Days**" are Monday through Friday, 8 a.m. to 4 p.m. Central Time. Saturdays, Sundays, and federal holidays are not included. You may access Online Banking 24 hours a day, seven (7) days a week, at the Bank's website. However, availability of the Services may be suspended for purposes of maintenance, updating and revising the software.

All Online Banking transaction requests received after 4:00 p.m. Central Time on Business Days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next Business Day. You may contact our Online Banking Center at 1-877-879-2325 between 7:00 a.m. and 7:00 p.m. on Business Days.

## **10. Privacy.**

The information you provide to Beal Bank and its third-party service providers, including your personal information, is subject to the terms of Beal Bank's Annual Consumer Privacy Notice and the separate Online Privacy Policy, available at [www.bealbank.com](http://www.bealbank.com). Please click the preceding link to view our Online Privacy Policy, which applies to personal information collected from or provided by you through Online Banking.

## **11. Deposits.**

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received on a day we are not open for business, as if initiated on the next Business Day that we are open. All deposits are subject to the provisions set forth in Beal Bank's Funds Availability Disclosure, available at [www.bealbank.com](http://www.bealbank.com).

## **12. Withdrawals.**

Unless clearly indicated otherwise on the Online Account records, any of you, acting alone, who signs to open the Online Account and is therefore an Online Account owner, or who otherwise has authority from an Online Account owner to make withdrawals, may withdraw or transfer all or any part of the Online Account balance at any time, subject to any withdrawal limitations that may be placed on the Online Account. Each of you (until we receive written notice to the contrary) authorizes each other person who is an Online Account owner or otherwise has authority from an Online Account owner to make withdrawals to endorse any item payable to you or your order for deposit to this Online Account or any other transaction with us. You agree that, as to any item that we have no opportunity to examine the signatures on, such as an electronic check conversion transaction where a check or similar item is converted into an electronic funds transfer as defined in the federal Electronic Funds Transfer Act ("EFTA"), and Federal Reserve Board Regulation E as promulgated pursuant to the EFTA, you waive any requirement of multiple signatures for withdrawal. We may charge your Online Account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request that you attempt on forms not approved by us, by any method we do not specifically permit, that is greater in number than the frequency permitted, or that is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the Online Account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations allowed for each account type. The fact that we may honor withdrawal requests that overdraw the available Online Account balance does not obligate us to do so later. You agree that we may charge fees for overdrafts and use subsequent deposits, including direct deposits of Social Security or other government benefits, to cover such overdrafts and overdraft fees. If we are presented with an item drawn against your Online Account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the Funds Availability Disclosure for information about when you can withdraw funds you deposit. For those Online Accounts for which our funds availability policy does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

We may require not less than seven (7) days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit (e.g. CD account), or from any other savings account as defined by Regulation D. Bank generally does not allow Customers to have any withdrawals from time deposit accounts from Day 1 of the time deposit account opening

through day 89, and any Customer withdrawals from a time account prior to such period may be restricted and may be subject to penalty as set forth in the Bank's Funds Availability Disclosure. In addition, if a withdrawal from any time deposit account happens prior to the maturity date of that time deposit account, the funds Customer chooses to withdraw will be returned to the external bank account from which the funds were originally drawn for deposit to Beal Bank. See Beal Bank's Truth in Savings Disclosure, available at [www.bealbank.com](http://www.bealbank.com), for your notice of penalty for early withdrawal.

### **13. Payment Order of Items.**

The law permits us to pay items (such as checks or drafts) drawn on your Online Account in any order. To assist you in handling your Online Account with us, we are providing you with the following information regarding how we process items to your Online Account. Note that items drawn on your Online Account may not be processed in the order they are received. Our policy is to process incoming Online Account credits first. We process debits to your Online Account second, by dollar amount smallest to largest. The order in which items are credited and paid is important if there is not enough money in your Online Account to pay all of the items that are presented against your Online Account. There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer nonsufficient funds (NSF) or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. If an item is presented without sufficient funds in your Online Account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed in Bank's Fee Schedule. By paying items in the order stated above, our policy attains a reasonable balance between minimizing additional cost to you and paying your more important items. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds that incur resulting fees.

### **14. Nonsufficient Funds (NSF) Fees.**

You have an obligation to maintain sufficient available funds to pay for items that are drawn against your Online Account. If an item drawn on you Online Account (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of the funds available in your Online Account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment or item. It is important that you understand that such an item or payment may be presented multiple times by the merchant or other payee until such item or payment is paid, and that Bank does not monitor or control the number of times an item or transaction is presented for payment. You agree that we may charge you an NSF fee each time an item or payment is presented if the amount of money available in your Online Account is not sufficient to cover the item or payment, regardless of the number of times the payment is presented.

### **15. Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees.**

This section describes what happens if your Online Account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions. An overdrawn Online Account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your Online Account to pay for an item or transaction, but where Bank decides to pay (or

cover) the item or transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the item or transaction. Instead, the item or transaction is rejected and the item or requested payment is returned and we may charge you a fee as further described in the “Nonsufficient Funds (NSF) Fees” section above.

## **16. Determining Your Available Balance.**

Bank uses the “available balance” method to determine whether your Online Account is overdrawn based on whether there is enough money in your Online Account to pay for an item or transaction. Importantly, your “available balance” may not be the same as your Online Account’s “actual balance.” This means an overdraft or an NSF transaction could occur regardless of your Online Account’s actual balance. Your Online Account’s actual balance (sometimes referred to as the “ledger balance”) only includes items or transactions that have settled up to that point in time such as deposits and withdrawals/payments that have posted to your Online Account. The actual balance does not include outstanding items or transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still “in process”/pending). The balance on your periodic statement is the “ledger balance” for your Online Account as of the statement date. Your available balance is calculated based on the funds “available” in your Online Account to make payments. In other words, the available balance takes deposit transactions (such as ACH deposits crediting funds to your Online Account), and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any “holds” placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your Online Account can impact your available balance, please contact a Bank representative with any questions.

## **17. Balance Information.**

Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your Online Account balance via online banking, accessing your Online Account information by phone, or coming into one of our branches.

## **18. Funds Availability.**

Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our Funds Availability Disclosure (available at [www.bealbank.com](http://www.bealbank.com) or the disclosure generally titled, “Your Ability to Withdraw Funds”) for information on when different types of deposits will be made available for withdrawal. For those Online Accounts for which our funds availability policy does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item and deduct such funds from your Online Account. We may determine the amount of available funds in your Online Account for the purpose of deciding whether to return an item or transaction for insufficient funds at any time between the times we receive the item or transaction and when we return the item or transaction or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time of item or transaction presentment will determine whether there are insufficient available funds.

## 19. Account Selection Issues.

In order to open an Online Account with us, you are asked during the account application stage to designate the type of account you desire to open based on the online account types offered by Bank. The type of account you select may determine how property passes on your death. Your will may not control the disposition of funds held in some of the following accounts.

Below is a description of the legal effect of the account type options made available to you by Bank when opening an online account:

**Single-Party Account Without "P.O.D." (Payable On Death) Designation.** The party to the account owns the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

**Multiple-Party Account With Right of Survivorship.** The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership portion of the account passes to the surviving parties.

## 20. Available Online Banking Services.

Online Banking allows you to perform certain banking functions and to obtain certain account information about your Online Accounts with your Personal Computer. The following Services are currently available:

**A. Access to Online Information.** You may obtain access to certain information ("**Online Information**") about your Online Accounts, including the account balances, the available balance, and recent transactions. Your account balance may include unavailable funds. The available balance consists of funds that are readily available for withdrawal. Please note the following:

- Online Information may not reflect transactions that have not yet been completed or settled. For example, if you have written a check on your money market account and the check has not cleared, then the amount of the check will be included in the balances shown, even though you have already spent those funds.
- Online Information cannot be downloaded or exported to other programs.
- The Bank will not be liable for any damages which arise because you are unable to access Online Information, because the Online Information is not accurate, or because you rely on the Online Information.

**B. Transfers Between Online Accounts.** You may use Online Banking to transfer funds between certain Online Accounts for which the Service is available. Please note the following:

- You may make one-time transfers or schedule future or recurring transfers. You may transfer funds among your savings accounts and money market accounts, and you may make certain transfers to, but not from, a certificate of deposit.
- The Bank in its sole discretion will designate from time to time: (1) the specific types of Online Accounts to which and from which transfers can be made, and (2) the types of transfers which may be made. You may call our Online Banking Center



- at 1-877-TRY-BEAL (877-879-2325) to learn the types of Online Accounts for which this Service is available.
- If you request a transfer to be effective immediately and we receive the request on a Business Day before 4:00 p.m. Central Time (the "**Cutoff Time**"), your request will be processed when the Bank receives it. If we receive a request on a Business Day after the Cutoff Time or on a day that is not a Business Day, your request will be processed on the next Business Day.
  - If you do not have sufficient available funds in your Online Account at the time a requested transfer is scheduled to be made, the Bank has no obligation to complete the requested transfer and the Bank has no obligation to notify you that the scheduled transfer will not be made. The Bank will not hold the transfer and complete it when you have sufficient funds in the account. You must make another request that the transfer be made.
  - The Bank will not necessarily receive a transfer request when you transmit the request. Your Personal Computer may prevent or interrupt our receipt of your transfer request. You should not assume that a transfer request has been received by the Bank unless you receive an electronic confirmation from us.
  - If you wish to cancel a scheduled transfer, you must request cancellation of the transfer before 4:00 p.m. Central Time on the Business Day on which the transfer is scheduled to be made. The Bank will have no liability for failure to stop a transfer if it does not receive a request for cancellation and have a reasonable opportunity to act on the request.
  - Your ability to transfer funds from certain accounts may be restricted or limited by the terms of your Account Agreements with us. Your Account Agreement may impose other restrictions or fees for transfers.
  - The Bank may impose other limitations as to the dollar amount or frequency of transfers for security purposes.

**C. Online Statements.** You may use Online Banking to view online periodic statements for those types of your Online Accounts for which this Service is available. You must have a printer in order to print and retain a copy of a periodic account statement.

Not all of the Services may be available for or applicable to all types of accounts in the Bank. The Bank in its sole discretion will determine the specific types of accounts for which each Service is available and the terms under which each Service is made available to each type of account. The Bank may, from time to time, change the types of accounts for which any Service is made available.

From time to time, the Bank may add Services, remove Services, or otherwise change the terms or features of any of the Services. When the Bank changes any Service, the Bank may make available online terms for that Service, and the new or changed online terms for that Service will become part of this Agreement.

## **21. Statements.**

You will be able to choose whether to receive your regular periodic account statement electronically or by U. S. Postal Service mail. If you receive your statement electronically, you will not receive a statement in the mail. If you choose to receive only online statements for any Online Account, we may use the email address you have given us to notify you when each statement for that Online Account becomes available online and to provide other notices and disclosures about that Online Account to you.

**A. Your Duty to Report Unauthorized Signatures, Alterations and Forgeries.** You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**B. Your Duty to Report Other Errors.** In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement, and as between you and us the loss will be entirely yours.

**C. Errors Relating to Electronic Fund Transfers.** For information on errors relating to electronic fund transfers (e.g., computer, debit card, or ATM transactions) refer to Beal Bank's Electronic Funds Transfer Disclosures, available at [www.bealbank.com](http://www.bealbank.com), in particular the sections on consumer liability and error resolution.

## **22. Direct Deposits.**

If, in connection with a direct deposit plan, we deposit any amount in any account that should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

## **23. Stop Payments.**

You must make any stop-payment order in writing, in the manner required by law, and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the item number, date

and exact amount of the item, and the name of the payee. If you give us incorrect information, we will not be liable for failing to stop payment on the item.

You may stop payment on any item drawn on your Online Account whether you sign the item or not, if you have an equal or greater right to withdraw from this Online Account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next Business Day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

Stop payment orders are in effect for six months and will automatically expire at the end of six months from the date of the stop payment order unless renewed in writing. Our acceptance of a stop payment order will not constitute a representation that the item has not already been paid or that we have a reasonable opportunity to act upon the order. You may not stop payment on an official, certified, cashier's, or teller's check issued by us. We may charge you a fee as set forth in the Fee Schedule for each stop payment order.

#### **24. Secure Electronic Mail (email).**

You may use Online Banking to send and receive secure email to and from the Bank. In order to send secure email, you must access Online Banking at the Bank's website.

***NOTE: Email transmissions outside of the Online Banking website are not secure. We advise you not to send us or ask for sensitive information such as your User ID, your Password, account numbers, or other confidential information via any general or public email system. If you wish to contact us electronically, please use the secure email provided in our Online Banking site. Use secure email to email the Bank regarding inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions, or contacting the Bank regarding other concerns of a confidential nature.***

The Bank may not immediately receive email that you send. Do not rely only on email if you need to communicate with the Bank immediately. For example, if you need to stop payment on a check, to report unauthorized use of your User ID or Password, or to report an unauthorized transaction, use the contact information provided in Section 29 below or on the Bank's website. The Bank will not take actions based on your email requests until the Bank actually receives the message and has a reasonable opportunity to act.

#### **25. Security.**

You will gain access to Online Banking through the use of: (1) your Personal Computer, (2) the identification code you select for your connection to the Service (your "**User ID**") and (3) the code you select during the initial sign-on or after the initial sign-on, that establishes your connection to the Service (your "**Password**"). You will not be able to access Online Banking without your User ID and your Password. From time to time the Bank may require you to select a different User ID or Password and may change the types of security techniques used to access Online Banking. You specifically agree that use of your User ID and Password will authenticate your identity and verify the instructions you provide to us.

You are responsible for keeping your User ID, Password, and information about your Online Accounts confidential and secure from unauthorized use or access. You should memorize your User ID and Password rather than writing them down. You specifically agree as follows:

- You agree to reveal your User ID and Password only to persons who are authorized signers on each and every Online Account.
- You agree to instruct each person to whom you reveal your User ID and Password not to disclose your User ID and Password to any unauthorized person.
- You agree to review promptly each periodic statement that you receive from the Bank in order to detect any unauthorized transactions.
- You agree that if you permit any other person to use Online Banking, your User ID, your Password, or other means to access your Online Accounts, you are responsible for all transactions the other person authorizes on any of these accounts and for all online agreements the other person signs or accepts while using Online Banking.
- You agree that the Bank is not liable for unauthorized transfers made with your User ID and Password before you have notified us of the possible unauthorized use and we have had a reasonable opportunity to act on the notice.

For your protection and to preserve confidentiality, you should sign off after every Online Banking session and close your Internet browser.

## **26. Out-of-Band Authentication Terms of Use.**

For additional security, if you log in from a new computer or location, you may be asked to validate your information through a one-time security code via a phone call or SMS (text) message. If a phone is not available, you will be asked to answer a series of questions to validate your identity. This process will help protect your information.

Your wireless carrier's standard messaging rates apply to SMS correspondence. We do not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your wireless carrier. You represent that you are the owner or authorized user of the wireless device you use to receive the service, and that you are authorized to approve the applicable charges.

We will send you a message only once, and only with your explicit agreement as indicated by your continuation of the process flow. We will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. SMS message services are provided on an AS IS, AS AVAILABLE basis.

Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop, and improve the service. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your text message or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or

property. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete, and true information.

The service as well as the content and materials received through the service are proprietary to us and our licensors, and is for your personal, non-commercial use only. You shall not damage, impair, interfere with, or disrupt the service or its functionality.

The service is available only in the United States. We reserve the right to alter charges and/or these terms and conditions from time to time. We may suspend or terminate the service to you if we believe you are in breach of our terms and conditions. Your service is also subject to termination in the event your wireless service terminates or lapses. We may discontinue the service at any time.

### **27. Setoff.**

We may (without prior notice and when permitted by law) set off the funds in your Online Account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance on the due date for which we properly accelerate under the note.

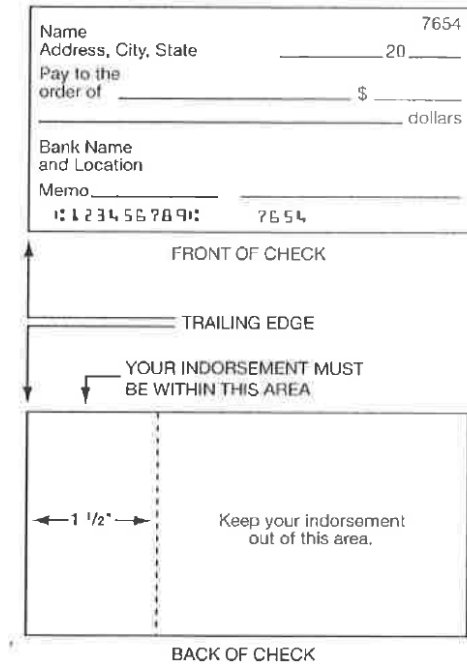
This right of setoff does not apply to an Online Account if prohibited by law. For example, the right of setoff does not apply to your account if: (a) it is an Individual Retirement Account or similar tax-deferred account, (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) the debt is created by a home equity loan. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against your account. You agree to indemnify, defend (if requested by us, in our sole discretion), hold us harmless, and to protect and fully compensate us and each other Indemnified Party (as defined herein) from any claim arising as a result of our exercise of our right of setoff.

### **28. Indorsements.**

We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g., additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend (if requested by us, in our sole discretion), hold us harmless, and protect and fully compensate us and each other Indemnified Party for any loss, liability, damage or expense that occurs because your indorsement, another indorsement, or information you have printed on the back of the check obscures our indorsement. These indorsement guidelines apply to both personal and business checks.

### **29. Restrictive Legends.**

We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

### **30. Facsimile Signatures.**

Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

### **31. Check Processing.**

We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed, and endorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. We may determine the amount of available funds in your Online Account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

### **32. Check Cashing.**

We may charge a fee for anyone who does not have an account with us who is cashing a check, draft, or other instrument written on your Online Account. We may also require reasonable identification to cash such a check, draft, or other instrument. We can decide what identification is reasonable under the circumstances, and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

### **33. ACH and Wire Transfers.**

This Agreement is subject to Article 4A of the Uniform Commercial Code—Fund Transfers as adopted in the State of Texas. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution, or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person, or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code as adopted in the State of Texas. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your Online Account, and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

### **34. Reporting Unauthorized Transactions or Disclosure of Your User ID or Password.**

If you believe that your User ID and/or Password are subject to unauthorized use or that an unauthorized transaction may be or has been made from any Online Account, telephone the Bank **immediately** at 1-877-879-2325 between the hours of 8:00 a.m. to 4:00 p.m. Central Time on any Business Day.

If you are unable to call, you may also write or email the Bank at:

Beal Bank

Attn: Online Banking Center  
6000 Legacy Drive  
Plano, Texas 75024  
[info@BealBank.com](mailto:info@BealBank.com)

You agree to take any reasonable actions requested by the Bank to prevent unauthorized transactions to any of your Online Accounts, including changing your User ID and Password.

### **35. Linked Accounts.**

All accounts with the Bank that you enroll in a Service will be linked by the tax identification numbers of the persons authorized to access the account. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an Authorized Representative of an Entity with an Online Account accesses the Service, that Authorized Representative will be able to view and access at a single time the following accounts:

- the Online Accounts of the Entity for which that individual is an Authorized Representative;
- the Online Accounts of any other Entity for which that individual is an Authorized Representative; and
- any consumer accounts for which the individual is a party or authorized signer.

### **36. Your Liability for Consumer Accounts.**

You are responsible for all transfers you initiate or authorize using Online Banking. If you disclose your User ID or Password to any person, allow any person to obtain your User ID or Password, or permit any person to use Online Banking, you will have authorized that person to access your Online Accounts and you are responsible for any transactions that person initiates or authorizes from your Online Accounts and any agreements or disclosures that person accepts or acknowledges electronically through Online Banking.

**You must notify the Bank at once if you believe any of your Online Accounts have been accessed or your User ID and/or Password have been used without your authorization. Contacting the Bank immediately by telephone is the best way of minimizing your possible losses. For any Online Account that is a consumer account, you could lose all the money that is in your account if you fail to timely notify the Bank of errors or unauthorized use of your account.** You can lose no more than \$50 if you notify the Bank within two (2) Business Days of discovering any unauthorized use of Online Banking or access to your User ID and/or Password. However, you can lose as much as \$500 from any such consumer account if you do not notify the Bank within two (2) Business Days after discovering the unauthorized use or access and the Bank can prove that it could have prevented the unauthorized use had it been notified.

Also, you must notify the Bank immediately if any periodic statement shows a transaction on an Online Account that you did not make. For any Online Account that is a consumer account, if you do not notify the Bank within sixty (60) days after the statement was sent or otherwise made available to you, you may not get back any money you lost after the sixty (60) day period. You could lose all the money in your consumer accounts if the Bank can establish that it could have prevented those losses if you had given notice to the Bank in time. If a good reason, such as extended travel or hospitalization, prevents you from promptly notifying the Bank of unauthorized use of consumer accounts, we will extend the time periods specified in



this section to the extent required by law and may otherwise extend them in the Bank's sole discretion.

### **37. Our Liability for Consumer Accounts.**

In no event shall the Bank be liable to you for failure to provide access to your Online Accounts through Online Banking. The Bank is only responsible for any damages you incur in connection with any Online Account that is a consumer account if the damages were directly caused by the Bank's failure to complete any transfer you have properly requested through Online Banking in accordance with this Agreement, the applicable Account Agreements, and applicable law. The Bank will not be liable under certain circumstances, including the following:

- If through no fault of the Bank, you do not have sufficient available funds in your Online Account to make the transfer.
- If there is a hold on your Online Account, or if access to your Online Account is blocked, in accordance with Bank policy.
- If your funds are subject to a court order, legal proceeding or other encumbrance restricting the transfer.
- If your transfer authorization terminates by operation of law.
- If your Online Account is frozen because of a dispute about ownership.
- If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
- If you have not properly followed the instructions provided in connection with your Personal Computer, if your Personal Computer fails to meet the minimum hardware and software requirements described in the Bank's Agreement to Receive Disclosures by Electronic Delivery needed to access and use Online Banking, or if your Personal Computer fails or malfunctions.
- If your Personal Computer or Online Banking was not working properly and you knew about this problem when you attempted to authorize a transfer.
- If you have not followed the Bank's instructions in this Agreement on how to make a transfer.
- If we have not received complete, correct or current instructions or information from you or a third party involving the account or transfer.
- If the Bank stops the transfer because we have a reasonable basis for believing that unauthorized or fraudulent use of your User ID, Password, or Online Account has occurred or may be occurring.
- If circumstances beyond the Bank's control prevents the transfer despite reasonable precautions that the Bank has taken. Such circumstances include, without limitation, conflicts with state or federal regulation, acts of civil or military authority, national emergency, insurrection, war, riots, labor difficulties, natural disasters, weather conditions, equipment failure or malfunction, material shortage, or failure or malfunction of power, communication, or transportation.
- If the Bank's failure was not intentional and resulted from bona fide error, notwithstanding its procedures to avoid such error, except for actual damages, which, to the extent permitted by applicable law, do not include indirect, incidental, consequential, special, exemplary or punitive damages, including attorneys' fees and lost profits, even if advised of the possibility of such damages.
- There may be other exceptions to the Bank's liability as stated in this Agreement and your Account Agreements and as provided by applicable law.

**EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NEITHER THE BANK, ITS SERVICE PROVIDERS, NOR THEIR RESPECTIVE AFFILIATES SHALL BE LIABLE TO YOU OR ANY OTHER PERSON UNDER ANY CIRCUMSTANCES FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING ATTORNEYS' FEES AND LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT ARISE IN ANY WAY OUT OF YOUR USE OF ONLINE BANKING OR THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER OR SOFTWARE.**

### **38. Error Resolution.**

**Error Resolution for Consumer Accounts.** In case of errors or questions about transfers initiated through Online Banking to or from any consumer Online Account, contact the Bank immediately. Telephone the Bank at 1-877-TRY-BEAL (877-879-2325), or write or email the Bank at:

Beal Bank  
Attn: Online Banking Center  
6000 Legacy Drive  
Plano, Texas 75024  
[info@BealBank.com](mailto:info@BealBank.com)

If you think your statement is wrong or if you need more information about a transaction listed on the statement, the Bank must hear from you no later than sixty (60) days after the Bank sent or otherwise made available to you the FIRST statement on which the problem or error appeared. If you only request more information about a transfer, you must contact the Bank about any suspected error related to that transfer within sixty (60) days after the Bank sends or delivers the requested information to you.

You should give us the following information:

- Tell us your name and account number(s).
- Describe the suspected error or the transfers or bill payments you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within 10 Business Days (20 Business Days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will provisionally credit your Online Account within 10 Business Days (20 Business Days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account. Your account is considered a new account for the first 30 days after the deposit is made, unless each of you already has an established account with us before this account is opened.

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

### **39. Account Closure and Agreement Termination.**

We may close your Online Account at any time upon reasonable notice to you and tender of the account balance personally or by mail (unless prohibited by law). Notice from us to any one of you is notice to all of you.

Either you or the Bank may terminate this Agreement in its entirety or with respect to any Service at any time upon written notice to the other party. Additionally, the Bank may immediately terminate your access to Online Banking without notice to you if: (a) you do not comply with this Agreement or the Account Agreements for your Online Accounts, (b) your Online Accounts are not maintained in good standing, (c) fraudulent activity has been reported (or is suspect by us to have occurred) with respect to your Online Accounts, or (d) your Online Accounts have been "blocked" in accordance with this Agreement or applicable law.

You may terminate this Agreement by notifying the Bank in one of the following ways and providing your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s).

- By sending an email to [info@BealBank.com](mailto:info@BealBank.com).
- By calling 1-877-879-2325.
- By writing a letter and either sending it to the following address: Beal Bank, Corporate Headquarters, 6000 Legacy Drive, Plano, Texas 75024.

We may convert your Online Account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any period of ninety (90) consecutive days. If your Online Account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

If you terminate Online Banking, you authorize us to continue to make any transfers you have previously requested through Online Banking until such time as we have had a reasonable time to act on your termination notice. Once we have acted on your termination notice, we will make no further transfers from your Online Accounts, even if you have previously requested them through Online Banking. If the Bank terminates your use of Online Banking, the Bank reserves the right to make no further transfers from your Online Accounts, including any transfers you previously requested through Online Banking.

### **40. Third-Party Software and Third-Party Content**

From time to time, we may offer third-party software tools and products that you may elect to install on your computer (collectively "Third-Party Software"). You are responsible for obtaining a valid and separate license agreement with the provider of the Third-Party Software. From time to time, we may also offer information, commentary, and tools supplied by companies that are not affiliated with us ("Third Party Content"). All of the Third-Party Content in Online Banking is labeled as such, and may be available either in a frame, via a hyperlink, or simply posted to Online Banking. We do not own any interest in Third-Party Content. We do not edit, review, or endorse any Third-Party Content. You agree and understand that:

- you assume all risk that any Third-Party Software you download and install, or any information you enter into the Third-Party Software, may be accessed by unauthorized third parties; and
- if you use the Third-Party Software to transmit information, you and the Third-Party-Software provider are responsible for the security and confidentiality of that information.

You agree that any Third-Party Software that you download is done at your own risk and you alone are responsible for any damage that might occur to the computer or other electronic device to which you download any Third-Party Software, or any loss or corruption of data that might occur as a result of the downloading or its installation in a computer or other electronic device.

You also agree that you are solely responsible for acquiring and maintaining a computer or other electronic device that has capabilities of handling and accessing the Third-Party Software, including any necessary equipment such as a modem, and that you are responsible for all costs associated with accessing the Third-Party Software. You also agree that any Third-Party Software you download is provided to you "as is" and "as available" and any Third-Party Content you review or utilize is provided to you "as is." You agree that we make no warranties and have no liability as to:

- the accuracy, completeness, availability or timeliness of the information, text, graphics, or other items provided, stored, evaluated or processed through the Third-Party Software or Third-Party Content;
- the errors or omissions in the delivery or transmission of the Third-Party Software or Third-Party Content from us to you; and
- the Third-Party Software's or Third-Party Content's fitness for a particular purpose and non-infringement of any third-party rights.

You also agree that we will not be liable to you for:

- your inability to use the Third-Party Software;
- the accuracy, timeliness, loss or corruption, or misdelivery, of any Online Account information or any other information processed by the Third-Party Software; or
- unauthorized access to your Online Accounts or to your account information and any misappropriation, or alteration, of your account information or data as a result of your installation or use of the Third-Party Software.

#### **41. Indemnification.**

You agree, at your expense, to defend (if requested by us, in our sole discretion), indemnify, hold harmless, and protect and fully compensate Beal Bank, its affiliates, and their respective officers, directors, employees, consultants, contractors, agents, advisors, distributors, partners, licensors, representatives and third-party providers (collectively, "**Indemnified Parties**" and each an "**Indemnified Party**") from any and all claims, liability, damages (including consequential damages), losses (including regulatory fines, fees and penalties), expenses and costs (including attorneys' fees) caused by or arising from, or otherwise incurred in connection with: (a) a third-party claim, action or allegation of infringement based on your use of Online Banking, or information, data, files or other content you submitted or uploaded; (b) any fraud, manipulation, or violation of law by you or on your behalf; (c) a breach of this Agreement by you; (d) your acts or omissions (or

acts or omissions attributable to you or on your behalf), including, but not limited to, acts and omissions constituting ordinary negligence; or (e) any third-party claim, action or allegation brought against Beal Bank arising out of or relating to a dispute between its users over the terms and conditions of a contract or related to the purchase and sale of any Services. For the avoidance of doubt, if you are a business entity, your obligations hereunder shall extend to indemnification based on the acts and omissions of your officers, directors, employees, contractors, consultants, agents and representatives.

#### **42. Third Parties.**

We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Microsoft (Microsoft Internet Explorer browser) or Mozilla (Mozilla Firefox browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access Online Banking.

#### **43. Copyrights and Other Intellectual Property.**

Except where otherwise expressly noted, all contents of the Services, including the graphics, icons and overall appearance of the Services, are the sole and exclusive property of Beal Bank, its subsidiaries or affiliates, or third parties Beal Bank utilizes to provide any portion of the Services. Certain of Beal Bank's trademarks and/or service marks are also included in the Services. The posting of the contents of the Services neither constitutes a waiver of any of Beal Bank's proprietary rights nor any other party's proprietary rights, including but not limited to, copyrights, trademarks, service marks, patents, and other intellectual property, nor a transfer by implication, estoppel, or otherwise of any such rights or of any license to the Services user or to any third party. Contents of the Services are protected by United States and international copyright laws, both as individual works and as a collection and by United States and international trademark laws. You agree not to delete any copyright, trademark or similar notice from any contents you obtain from the Services.

The display of third-party trademarks within the Services does not grant you a license of any kind. Any downloading of contents of the Services or any other service linked to the Services may be a violation of federal trademark and copyright laws. Beal Bank and you acknowledge and agree that, in the event of any third-party claim that the Services or your possession or use of the Services infringes that third party's intellectual property rights, Beal Bank and its third-party service providers are solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

#### **44. Virus Protection.**

The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your Personal Computer using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

#### **45. General Terms and Conditions.**

In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the Account Agreements applicable to each of your Online Accounts. Your use of the Online Banking Services is your acknowledgment that you have received these Account Agreements and intend to be bound by them. You should review other disclosures including the

charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in the Account Agreements.

#### **46. Changes to this Agreement.**

The Bank may change this Agreement and modify the terms and conditions applicable to the Services from time to time. For changes which affect you adversely, such as increases in fees, restrictions on transfers, or increased liability to you, we will notify you prior to the change as required by law. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. Rules governing changes in interest rates are provided separately. Notice of changes may be given pursuant to Section 42 below. If the Bank, in Bank's sole discretion, deems immediate action necessary to maintain or restore the security of Online Banking or your Online Accounts, then Bank may make changes to this Agreement immediately and without notice to you.

#### **47. Notices.**

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee.

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you either by U.S. Postal Service mail or electronically. If we choose to provide the notice to you by U.S. Postal Service mail, we may mail it separately or with other information to any address on our records for you. Written notice we give you is effective when it is deposited in the United States mail with proper postage and addressed to your mailing address we have on file. If we choose to provide the notice electronically, we may send the notice either to one or more of the email addresses we have for you in our records or through Online Banking so that you receive the notice when you access Online Banking or when you select a Service to use. Notice to any of you is notice to all of you.

You agree to make sure that the contact information we have for you is always current and accurate. This includes, but is not limited to, your name, address, telephone numbers and email addresses.

#### **48. Death or Incompetence.**

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after notice of your death or notice of adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

#### **49. Fiduciary Accounts.**

Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

#### **50. Credit Verification.**

You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

#### **51. Legal Actions Affecting Your Account.**

If we are required by applicable law to freeze or block your account or if we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. In addition, we may freeze the assets in the account and not allow any payments out of the account in the event that we, in our sole discretion, determine it necessary to investigate any actual or suspected fraud. You agree that you will be liable for any of our losses, costs and expenses (including administrative expenses) as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of responding to any legal action affecting your account(s), collection, investigations or in any other dispute involving your account. We may charge your account a fee such expenses incurred by Bank. You authorize us to deduct any such loss, costs, or expenses from your account without prior notice to you as further described in the "Setoff" section of this Agreement, or to bill you separately, in our sole discretion. This obligation includes disputes between you and us involving your account, and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your account. It also includes situations where any action taken on your account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us. We may do these things even if the legal action involves less than all of you. In the event that Bank takes any of the actions described above, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action or any investigation. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

#### **52. Facsimile or Telephonic Instructions.**

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

### **53. Monitoring and Recording Telephone Calls and Consent to Receive Communications.**

Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

### **54. Claim of Loss.**

If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

### **55. Confidentiality of Information.**



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

- When it is necessary to activate or provide Online Banking to you;
- When it is necessary to complete transfers you have requested;
- In order to verify the existence and condition of your account to a third party, such as a consumer reporting agency or other credit bureau or merchant;
- In order to comply with a government agency or court order, or other reporting requirement;
- In order to protect against or prevent actual or potential fraud;
- As permitted by applicable law; and
- If you give us your permission.

For more information about privacy, please review our Privacy Policy, which is available on our website. We may modify our Privacy Policy from time to time.

#### **56. Account Transfer; Assignment.**

Your account may not be transferred or assigned without our prior written consent. You may not transfer or assign this Agreement or your rights and responsibilities under this Agreement. We may assign this Agreement to any affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

#### **57. Address or Name Changes.**

You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

#### **58. Resolving Account Disputes.**

We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

#### **59. Waiver of Notices.**

To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**60. Arbitration.** By enrolling in any Service or by opening or maintaining the Online Account, you agree that if a dispute, claim, or controversy of any kind arises out of or relates to (a) this Agreement, any service, your account(s), (b) any transactions involving your account(s), or (c) any advertisements, promotions, or oral or written statements related to this Agreement, any service, or your account(s), then either you or the Bank can choose to have that dispute resolved by binding arbitration. **This arbitration provision limits your ability to litigate claims in court and your right to a jury trial. You should review this section carefully.** You will not have the right to participate as a class representative or member of any class of claimants for any claim subject to arbitration. Arbitration is a more informal proceeding in which disputes are decided by one or more neutral arbitrators who issue a binding ruling in the form of an award. You and the Bank understand that discovery and other procedures in arbitration may be more limited than discovery in court proceedings and that the ability to modify, vacate, or appeal an award by an arbitrator(s) is strictly limited.

You and the Bank agree, upon written demand made by you or the Bank, to submit to binding arbitration all disputes, controversies, and claims, whether based on contract, fraud, tort, intentional tort, statute, regulation, constitution, common law, equity, or any other legal basis or theory, and whether pre-existing, present, or future, that arise out of or relate to: (a)(i) this Agreement, any service, or your account(s), (ii) any transactions involving your account(s), or (iii) any advertisements, promotions, or oral or written statements related to this Agreement, any service, or your account(s); (b) the relationships that result from this Agreement (including, to the fullest extent permitted by applicable law, relationships with third parties who are not parties to this Agreement or this arbitration provision); (c) your relationship with the Bank that relates to this Agreement or any other agreement or relationship you have with the Bank that is not also subject to a different agreement to arbitrate; or (d) the validity, interpretation, scope or enforceability of this Agreement or the interpretation or scope of this Arbitration section (collectively, a "Claim"). At the option of the first to commence arbitration, you or the Bank may choose to have the arbitration conducted by JAMS ADR ("JAMS") or the American Arbitration Association ("AAA"), or you and the Bank may agree upon a different arbitrator. In any event, any arbitration under this Agreement shall be conducted in writing in accordance with the AAA Rules ("Rules"). You agree that this arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act (the "FAA") shall apply to the construction, interpretation, and enforceability of this Agreement notwithstanding any other choice of law provision contained in this Agreement.

Either the Bank or you may initiate arbitration by giving written notice of the intention to arbitrate to the other party and by filing notice with JAMS or the AAA in accordance with the Rules in effect at the time the notice is filed. The notice shall set forth the subject of the dispute and the relief requested at a minimum. The demand for arbitration may be made before or after commencement of any litigation. Customer should contact the AAA at 800-778-7879 or [www.adr.org](http://www.adr.org) or JAMS at 800-352-5267 or [www.jamsadr.com](http://www.jamsadr.com) for more information about arbitration. If for any reason the AAA or JAMS is unable or unwilling to serve as arbitration administrator, or you and the Bank are unable to agree on another arbitrator, Bank will substitute another national or regional arbitration organization.

Demand for arbitration under this Agreement must be made before the date when any judicial action upon the same Claim would be barred under any applicable statute of limitations; otherwise, the Claim also is barred in arbitration. Any dispute as to whether any statute of limitations, estoppel, waiver, laches, or similar other doctrine bars the arbitration of any Claim shall be decided by arbitration in accordance with the provisions of this Agreement.

You cannot join together in a dispute with anyone, although this limitation does not affect the ability of a purely governmental entity to institute any enforcement action. Even if other people have disputes similar to a dispute that you and the Bank have, those people and their disputes cannot be part of any arbitration between you and the Bank. A Claim by, or on behalf of, other persons will not be considered in, joined with, or consolidated with, the arbitration proceedings between you and the Bank, and a Claim may not be arbitrated on a class action, private attorney general, or other representative basis. Notwithstanding anything to the contrary in this Agreement, any dispute regarding the prohibitions in this paragraph or about the enforceability of the arbitration section shall be resolved by a court and not by the arbitrator(s).

Where the aggregate of all Claims by both you and the Bank does not exceed \$250,000, any expedited procedures provided in the Rules ("Expedited Procedures") shall apply and a single arbitrator shall decide the Claims. Where the aggregate of all Claims by both you and the Bank exceeds \$250,000, a panel of three arbitrators shall decide all Claims. Each arbitrator, whether or not acting under Expedited Procedures, shall be an active member in good standing of the bar for any state in the continental United States and shall be either: (i) actively engaged in the practice of law for at least 15 years, or (ii) a retired judge.

**61. Applicable Law.** This Agreement is governed by the laws of the State of Texas and applicable federal law.

**62. Jurisdiction and Venue, Waiver of Jury Trial Rights.**

Any legal proceeding arising out of or relating to this Agreement must be brought in the courts of the State of Texas, Collin County, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Texas, and by entering this Agreement or using or accessing any of the Services provided for herein, you hereby irrevocably submit and consent to the exclusive jurisdiction of such courts in any such proceeding, and waive any challenge to the personal jurisdiction of such courts. You hereby agreed and consent to the exclusive venue for any legal action or proceeding shall be in Collin County, Texas. **YOU FURTHER AGREE THAT ANY DISPUTE BETWEEN OR AMONG YOU AND US, REGARDLESS OF WHEN IT AROSE, WILL, UPON DEMAND BY EITHER YOU OR US, BE RESOLVED BY A COURT AND NOT A JURY AND THE PARTIES HEREBY WAIVE THE RIGHT TO A JURY TRIAL.**