

Electronic Banking Enrollment/Maintenance Form

 New User

 Existing User Modification

Must Have Login ID:

CUSTOMER INFORMATION

 Name _____ SSN **REQUIRED**

Address _____

City _____ State _____ Zip Code _____

 Phone **REQUIRED:** _____ Email Address **REQUIRED:** _____

REQUESTED SERVICES

- | | |
|--|---|
| <input type="checkbox"/> Account Access (one time \$5 setup fee)
<input type="checkbox"/> Please draft my account for the setup fee. (will be done by Electronic Banking dept)
<input type="checkbox"/> Fee paid in person at application. <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Add Bill Pay Option (The \$4.95 monthly fee will be waived with e-Statement and monthly ACH activity. The monthly fee will be charged if the prior criteria is not met, or if the Bill Pay service is not used in a 3 month period. The monthly fee includes up to 15 bill pay items, each add'l item is \$.50.) |
|--|---|

E-STATEMENT ACKNOWLEDGEMENT

By accepting and signing below, I certify that I have read Southside Bank's E-Statement Agreement and elect to receive and view my checking account statement(s) and disclosures through online banking. I will notify you of any changes in my e-mail address or if I no longer wish to receive e-statements and disclosures electronically.

- | | |
|---|--|
| <input type="checkbox"/> I ACCEPT E-Statements - <i>e-mail address required above.</i> | <input type="checkbox"/> I am currently enrolled in E-Statements. |
| <input type="checkbox"/> I DECLINE E-Statements. | Signature: _____ Date: _____ |

ACCOUNT INFORMATION

	Account #	Opt Out E-Stmt	LOANS ONLY - Dept #	Type (1)	Flag (2)	Add/Delete
P	<input style="width: 100%;" type="text"/>	<input type="checkbox"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
	<input style="width: 100%;" type="text"/>	<input type="checkbox"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
	<input style="width: 100%;" type="text"/>	<input type="checkbox"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
	<input style="width: 100%;" type="text"/>	<input type="checkbox"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
	<input style="width: 100%;" type="text"/>	<input type="checkbox"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
	<input style="width: 100%;" type="text"/>	<input type="checkbox"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

P indicates Primary Checking Account from which charges you incur will be debited.
 (1) Account Type: **CH** - Checking **MMA** - Money Market **SAV** - Savings **FLEX** - FlexCard **RLOC** - Revolving Line of Credit
L - Loan **CD** - Certificate of Deposit
 (2) Flag: **F** - Full Rights **V** - View Only; NO transfers permitted **D** - Deposit Only **DV** - Deposit & View Only

FOR BANK USE ONLY

CSR/Sales ID #	<input style="width: 100%;" type="text"/>	Branch:	<input style="width: 100%;" type="text"/>
APP:	<input style="width: 100%;" type="text"/>	BK:	<input style="width: 100%;" type="text"/>
SET-:UP	<input style="width: 100%;" type="text"/>	DATE:	<input style="width: 100%;" type="text"/>

By signing below, I authorize Southside Bank to issue a temporary password on my behalf which I will be required to change to a private password the first time I log in to the system. **I (we) have read and understand the HomeBanking/Bill Payer agreement presented by the Bank. If two signatures required, both signors must sign below.**

Signature: _____	Date: _____
Signature: _____	Date: _____
Signature: _____	Date: _____

Agreement for Home Banker

This Agreement for Home Banker (hereinafter referred to as the "Agreement") is by and between Southside Bank (hereinafter referred to as the "Bank") and the account holder (hereinafter referred to as "you" or "your").

In accordance with your decision to utilize the Bank's Home Banker product, the Bank hereby grants you an exclusive nontransferable sublicense of Home Banker software. You agree and understand that upon your written acceptance of this Agreement and the completion of the Customer Information Sheet, the Bank will provide you with access to Home Banker. Home Banker is not a product belonging to the Bank but is, instead, a third party service which has been made available to the customers of Southside Bank if they elect to accept such service. Such service will provide you with information and data relative to your bank statements and your accounts at the Bank and, should you elect, such program may also permit you to initiate certain transfers in and from your accounts. The Bank has no proprietary control over the software and, therefore, cannot and will not guarantee its performance or suitability.

1. Instructions, User Numbers, and Passwords

The Bank will provide you with a Home Banker Manual which fully explains the operations and servicing of Home Banker, a user number, and a password. You may utilize Home Banker to obtain information concerning the status of your accounts at the Bank, seven (7) days a week, twenty-four (24) hours a day.

You agree to keep your user number and password strictly confidential. If you authorize or permit another person to use the Service or attain your PIN or password, you are responsible for payments, transfers, or advances that person makes from the deposit and credit accounts linked to your service registration. If your password becomes known to any unauthorized person, or if you believe that it may have become known to an unauthorized person, you will immediately provide telephone notice thereof to the Bank, followed by written notice to be sent the same day. The Bank reserves the right to change your password at any time, effective upon notice to you.

2. Input of Information

The Bank will exercise reasonable care in entering into your accounts the information you place into Home Banker. The Bank shall not be liable or responsible for information which is inaccurate, incomplete, not current, or lost in transmission. It is understood that the Bank assumes no liability or responsibility for the accuracy, completeness or correctness of the data entered into Home Banker.

3. Internal Transfers

If you have elected on the Customer Information Sheet to utilize Home Banker to effectuate transfers into or out of any of your accounts at the Bank, you may then use Home Banker to initiate transfers between any of your eligible accounts at the Bank. The Bank will execute properly authorized transfer requests on the business date received provided such requests are received by the Bank prior to 7:30 p.m. By initiating any such transfer(s), you assume full responsibility for verifying the availability of collected funds at the time of the transfer request.

4. Restrictions on transfers from Savings and Money Market Accounts

You understand that under Federal Reserve Board Regulation D, depositors are permitted to make no more than six transfers or withdrawals from a money market or savings account per month (not counting transactions made at ATMs or at banking centers). Transfers made by telephone or personal computer are counted toward the six total permitted monthly transfers or withdrawals. If your transactions exceed the legal limit, we will charge you a fee for each such transaction in excess of the legal limit. If you exceed the restrictions more than three times during a 12-month period, we will change the money market account to a checking account. On Regular Savings accounts, we charge a fee for each withdrawal or transfer in excess of two. The amount of these fees as set forth in the Account Information Disclosure.

5. Honoring Transactions

All individuals who are given use of your password to initiate any of the transactions described in paragraph 3 (hereinafter referred to, as "Electronic Entry(ies)") shall be designated as "authorized representatives". You understand that an electronically transmitted name of an "authorized representative" is not subject to verification and if an unauthorized person gains access to your password and the name of an authorized representative, you may be solely responsible for any actions taken by such unauthorized person. You acknowledge and agree that, notwithstanding the terms of any agreement to the contrary between you and the Bank, when you use Home Banker to effect Electronic Entries, the Bank shall have no responsibility for verifying such Entries by telephone or otherwise prior to effecting the transactions. With respect to any Electronic Entry, the Bank is under no obligation to honor, either partially or entirely, any transfer requests which exceed the available funds in your account with the Bank, is not in accordance with any written agreement between you and the Bank, or is not in accordance with the security requirements set out herein. If the Bank in its sole discretion creates an overdraft to complete a transfer, you agree to repay the Bank upon demand, together with interest (at the Bank's then current per diem interest rate for such overdrafts), a processing fee and, if necessary, the costs of collection. However, the Bank is under no obligation to create an overdraft for any purpose. The Bank is not liable for failing or refusing to perform any transaction that would violate this or any other agreement with the Bank.

6. Disclaimer of Warranties; Limitations and Liability

THE BANK HAS NOT MADE, AND DOES NOT BY THIS AGREEMENT MAKE, ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO HOME BANKER, AND THE BANK HEREBY DISCLAIMS THE SAME. IN NO EVENT SHALL THE BANK OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OF PROFITS, OR CLAIMS OF THIRD PARTIES, WHETHER OR NOT THE POSSIBILITY OF SUCH LOSSES OR DAMAGES WAS KNOWN BY THE BANK. THE BANK AND ITS DIRECTORS, EMPLOYEES AND AGENTS ARE NOT AND SHALL NOT BE LIABLE FOR THE ACTS AND/OR OMISSIONS OF ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO THE VENDOR(S) OF HOME BANKER, AND ITS COMPONENTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, HOME BANKER, OR YOUR USE THEREOF.

7. Suspension or Termination

It is understood that the ability of the Bank to provide access to Home Banker is conditioned upon the continued operation and availability of the computers which house Home Banker. In the event that access by either you or the Bank to that computer/communications system is suspended or terminated for any reason, the Bank and its directors, employees and agents will have no responsibility to provide these services and, in such an event, the Bank may suspend or terminate this Agreement, without further responsibility or obligation.

8. Confidentiality

The Bank shall take reasonable precautions to insure that the customer information put into Home Banker will remain confidential and protected from unauthorized access by third parties. It shall be conclusively presumed that the Bank has satisfied the foregoing obligations if the Bank has adhered to its regular security procedures and made contracts with reputable third parties who have made comparable representations to the bank. Similarly, there shall be a presumption that the third-parties engaged by the Bank shall have satisfied their obligations to maintain confidentiality of customers' information input into Home Banker if such parties have adhered to their regular security procedures. Notwithstanding the Bank's commitment to take reasonable precautions, you specifically agree that the Bank shall not be liable to or responsible for any breach of confidentiality through the use of Home Banker except as such breach results solely from the Bank's gross negligence or willful misconduct.

9. Limitation on Bank Liability

Upon accessing Home Banker, the Bank shall exercise ordinary care to follow the instructions it receives from you through Home Banker, unless the Bank has received written notice to change your password. The Bank is not liable to you for any act or failure to act, unless such act or failure to act is grossly negligent or reckless. The Bank is not liable or responsible to you for: (a) delays caused by any internal computer failure, or other problems, or computer problems with any third-party; (b) the furnishing of data or information, errors, or omissions of any kind relating to inquiries, instructions, messages or transactions, originating from Home Banker which are not caused by the Bank's gross negligence or willful misconduct; (c) use by other persons authorized by you for Home Banker to effect or to attempt to effect transactions in your accounts and to gain information as to your accounts; (d) loss or damage caused to you by use of Home Banker; (e) your failure to use Home Banker in accordance with instructions; and (f) any act of God, natural disaster or other cause outside the control of the Bank.

If you suffer any loss of interest resulting from the Bank's error in executing or failing to execute a transfer in accordance with this Agreement, the Bank will reimburse you for the loss of such interest as stated herein for a period not exceeding fourteen (14) days following your receipt of the confirmation advice or periodic account statement (whichever occurs first). Such interest shall not exceed the Federal Funds Rate (net of required reserve) in effect at the Federal Reserve Bank of Dallas for the period involved.

Liability for Unauthorized Use: You will tell us immediately if you believe your PIN or password has become known to an unauthorized person or if an unauthorized transaction has occurred involving your account. Telephoning is the best way of keeping your possible losses to a minimum. If you suggest that an unauthorized transfer or payment may have occurred, we may require you to sign an affidavit.

If you tell us within two banking days after you learn of the loss or theft, you can lose no more than \$50.00 if an unauthorized person used your PIN or password without your permission to process a transaction. If you do NOT tell us within two banking days after you learned that your PIN or password has become known by an unauthorized person, and we can prove that we could have stopped someone from using your PIN or password without your permission if you had told us, you could be liable for as much as \$500.00.

Also, if your statement shows electronic funds transfers that you did not make, you will tell us at once. We may require you to provide your complaint in the form of an affidavit. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

Address and Telephone Number for Notifications of Unauthorized Use: The Bank strongly recommends that you not use electronic mail to notify us of any stop payment requests you wish to make on personal checks. To ensure expedient handling, stop payment requests on personal checks should be made by calling the Bank. If you believe your PIN or password has become known by an unauthorized person, or that someone has transferred money or made payments without your permission, you will call Southside Bank at (903) 531-7200, or write to: Southside Bank Home Banking, PO Box 1079, Tyler, Texas 75710-1079.

10. Indemnification

You hereby agree to defend, indemnify, and hold harmless the Bank and its directors, employees, and agents, from and against any and all claims, actions and suits, whether groundless or otherwise, and from and against any and all liabilities, losses, damages, costs, charges, attorney's fees, and other expenses of every nature, directly or indirectly resulting from, due to or relating to, or arising by reason of, use (including unauthorized use), or misuse, or loss caused by the use of Home Banker and including, without limitation, any such losses or charges arising directly or indirectly out of, or in any way connected with, this agreement.

11. Additional Terms and Conditions

A. Commencement of Service: Fees. This service is to start on a mutually agreed upon date. It is acknowledged and agreed that a Schedule of Service Charges will be appended to this Agreement outlining the options selected and fees for these services. In the event there are any inconsistencies between any provisions hereof and the Schedule, the provisions of the Agreement shall govern. You agree to pay for the services the Bank provides under this agreement in accordance with the Schedule, as in effect from time to time. The Bank may charge your account(s) for any such fees and expenses.

B. No Waiver. Except for changes made in accordance with this Agreement, no deviation from the terms of this Agreement, whether intentional or unintentional, shall constitute a change hereto, and no such deviation shall constitute a waiver of any rights or duties of either party hereto.

- C. Account Agreements.** The terms and conditions of your account Deposit Agreement and Disclosure and any other applicable agreement(s) with the Bank are hereby incorporated by reference into this Agreement. If any inconsistency exists between such agreement(s) and this Agreement, then this Agreement shall control but only to the extent necessary.
- D. Notices.** All notices and other communications provided for by this Agreement shall be in writing, shall be deemed effective upon receipt, and shall be addressed as follows: If to the Bank: Southside Bank, PO Box 1079, Tyler, TX 75710-1079. If to you: Your last address of record maintained by the Bank.
- E. Termination.** Either party may terminate this Agreement upon not less than thirty (30) days prior written notice to the other; provided, however, that the Bank may terminate the Agreement and its obligations hereunder, without liability therefore, effective upon your receipt of notice if you are in breach of any terms or conditions of this Agreement or any other agreement with the Bank or are in default of any payments due to the Bank. In addition, the Bank reserves the right to terminate or amend any service provided for in this Agreement, without liability therefore, upon receipt by you of written notice from the Bank.
- You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking service. We can terminate your electronic banking privileges under this Agreement without notice to you if you do not pay any fee required in this Agreement when due or if you do not comply with the agreement governing your deposit accounts or your deposit account is not maintained in good standing.
- Your Service may be automatically terminated without notice, if you do not use the product for 180 consecutive days.**
- F. Change in Terms.** We will mail or deliver a written notice to you at least 30 days before the effective date of any change in a term or condition disclosed in this Agreement, if the change would result in increased liabilities for you, fewer types of available electronic funds transfers or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excepted by law. If you are a Home Banking customer, we may send any such notice to you only via electronic mail, and you will be deemed to have received it three days after it is sent.
- G. Entire Agreement.** This Agreement and the terms and conditions hereof contain the entire understanding of the parties and supersede any previous discussions, proposals, or agreements, if any, between the parties with respect to the subject matter hereof. The Bank may amend any or all of the terms of this Agreement by providing written notice to you at least thirty (30) days prior to the effective date of such amendment.
- H. Separability of Provisions.** If any part of this Agreement shall be held to be void or unenforceable or such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part parts found to be void or unenforceable.
- I. Non-Assignment.** This Agreement is not assignable without the prior written consent of the Bank. The Bank may assign this Agreement to its parent corporation or to any subsidiary or affiliated company or upon the sale of all or substantially all of its assets.
- J. Binding Agreement.** This Agreement is and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns.
- K. Governing Law; Waiver of Jury Trial.** This Agreement shall be governed by and construed under the laws of the State of Texas, and the parties agree to subject themselves to the jurisdiction of the federal and state courts to the maximum extent permitted by law. You hereby agree to accept service of process by certified mail, return receipt requested, and as an independent covenant to the extent permitted by law hereby expressly waive trial by jury in any action brought with respect to this Agreement. Venue for any action against the Bank shall be in Smith County, Texas.

SOUTHSIDE BILL PAYMENT SERVICE AGREEMENT AND DISCLOSURE

Note: All references to the "Payment Service" and/or "the Service" reflect the Service offered by the financial institution listed above.

BILL PAYMENT SERVICE

By providing the Service with the names and account information of those persons or entities to whom you wish to direct payment, you authorize the Service to follow the payment instructions that it receives from you through the software program. When the Service receives a payment instruction, you authorize the Service to charge your transaction account on the selected Scheduled Payment Date and remit funds to the designated payee on your behalf.

While it is anticipated that most transactions will be processed and completed on the day after your selected Scheduled Payment Date and arrive approximately four business days after your selected Scheduled Payment Date, it is understood that due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by slow responding companies or financial institutions, some transactions may take a day or even a few days longer to post to your account with the designated payee. For this reason, it is recommended that all Scheduled Payment Dates selected by you be seven business days before the actual due date, not the late date and/or grace period. If you properly follow the procedures described herein and the Service fails to send a payment according to the payment instructions received, the Service will bear responsibility for all late charges. In any other event, including but not limited to choosing a Scheduled Payment Date that is not seven business days before the due date or on or past the due date stated on your invoice, the risk of incurring and responsibility for paying any and all late charges or penalties shall be borne by you.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability if it is unable to complete any payments initiated by you through the Service because of the existence of any one or more of the following circumstances:

- * Your account does not contain sufficient funds to complete the payment or transfer, or the transfer would exceed the credit limit of your overdraft account;
- * The Processing Center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- * The payee mishandles or delays a payment sent by the Service;
- * You have not provided the Service with the correct names or account information for those persons or entities to which you wish to direct payment;
- * Circumstances beyond the Service's control (such as, but not limited to, fire, flood, interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing five (5) exceptions to the Service performance obligations are applicable, if the Service causes an incorrect amount of funds to be removed from your transaction account or causes funds from your transaction account to be directed to a person or entity that does not comply with your payment instructions, the Service shall be responsible for returning the improperly transferred funds to your transaction account and for directing to the proper recipient any previously misdirected payments or transfers.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND OR THE SERVICE.

Note: Payment of taxes or court-directed payments through the Service is prohibited.

EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PASSWORD AND SECURITY

You agree not to give service account access to any unauthorized individuals. If you believe that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling us at (903) 531-7111 during normal customer service hours.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If your monthly statement contains transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money or recovered the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

ERRORS AND QUESTIONS

In case of errors and questions about your electronic transfers or payments, you should telephone us at (903) 531-7111 during our customer service hours. Write us at: Southside Bank P.O. Box 1079 Tyler, TX 75710

as soon as you can. If you think that your statement is wrong or you need more information about a transfer listed on the statement, we must hear from you no later than sixty (60) days after you received the first statement on which the problem or error appeared.

You must:

Tell us your name and Service Account Number

Describe the error or the 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

Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you, and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate the complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you may 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 ten (10) business days, we will not re-credit your account. If we decide there was no error, we will mail you a written explanation within three (3) business days after we finish the investigation. You may ask for copies of documents that we used in our investigation.

LIMITS ON PAYMENTS AND TRANSFERS

There is a maximum dollar limit on any Payment or transfer equal to available balance in my deposit account. However, you understand the Bank reserves the right, at its sole discretion, to set a maximum dollar limit for payments or transfers.

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:

Where it is necessary for completing transfers; or

In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant; or

To a consumer reporting agency for research purposes only; or

In order to comply with a governmental agency or court orders; or

If you give us your written permission.

MERCHANT OR PAYEE LIMITATION

The Service reserves the right to refuse to pay any person or entity to which you may direct a payment. The Service is obligated to notify you promptly if it decides to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay tax or court related payments, which are prohibited under this Agreement.

INFORMATION AUTHORIZATION

You agree that the Service reserves the right to obtain financial information regarding your account from a merchant or financial institution to resolve payment-posting problems.

DISPUTES

In the event of a dispute regarding the Service, you and the Service 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 Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what one of the Service's employees says and the terms of this Agreement, the terms of this Agreement shall control.

E-MAIL COMMUNICATIONS

E-mail communications received from or sent to you should be deemed to be only minimally secure; therefore, personal or private information should not be conveyed in such manner. This includes information relating to:

- your account number(s) with the Bank
- your social security number
- your credit or debit card numbers
- your home address, etc.

You understand and agree that any requests you send to the Bank via electronic mail may not be entirely secure or confidential, nor can your identity be positively confirmed as the sender of such requests. You agree to indemnify the Bank and hold it harmless if the Bank acts with ordinary care and in good faith by responding to any E-mail purported to be sent by you. Implementation by the Bank of its normal procedures for maintaining the confidentiality of information shall constitute fulfillment of its obligation to exercise due care. The Bank shall not be liable for loss or damage incurred by you in the situation where an unauthorized person gained access to an E-mail.

ASSIGNMENT

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER

The Service shall not be deemed to have waived any or its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service 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.

CAPTIONS

The captions of Sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions for this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions.

ARBITRATION

Any and all claims, demands, disputes or controversies of every kind or nature between the parties hereto arising out of or relating to this agreement, its construction, performance or alleged breach, which is not otherwise settled by agreement of the parties, shall be submitted to, determined and decided by arbitration, held in Tyler, Texas, in accordance with the Rules and Procedures of the American Arbitration Association.

E-STATEMENTS AGREEMENT

By reading this agreement and completing and returning the Electronic Banking Enrollment/Maintenance Form, you elect to receive your monthly statement(s) electronically via Southside Bank's Online Banking system instead of by mail. Statements are processed at the end of each month. You will be required to use your Southside Bank Online Banking Login ID and Password to gain access to Online Banking before you can view, print or save your E-Statement account information.

Note: you may receive one additional statement by mail before you begin receiving your statements electronically.

YOUR CONSENT Your consent, which will be given by signing a paper copy of the Electronic Banking Enrollment/Maintenance Form and providing it to the Bank, is to authorize the Bank to forward to you electronically your periodic Bank Statements and any other disclosures that the Bank might send to you with your bank statements or other required disclosures relating to your account(s).

If you should change your mind about receiving electronic statements or disclosures in the future, you can discontinue this electronic delivery service by notifying us using one of the options below:

- Call a Customer Service Representative at 903-531-7111
- Log onto Online Banking and Email using our secure Email service
- Write us at : Online Banking Operations, P.O. Box 1079, Tyler, TX 75710-1079

It may take up to 10 days for the Bank to implement your request to discontinue this service, and after such time you will no longer receive your statements electronically. We will not charge a fee for discontinuing the service.

If a special need arises and you need a paper copy of an electronic statement, notify us by any of the options noted above. There may be a fee for this service.

ACTIVATION OF E-STATEMENT DELIVERY Federal Law requires that you, our customer, demonstrate that you can access your information. You will receive an email from Southside Bank Online Banking service when your request for secure email statement delivery has been received and processed. You must reply to this email to begin receiving your statements electronically. **Electronic statement delivery cannot be activated until your email response is received.**

OUR REQUIREMENTS The same terms apply with respect to electronically delivered Bank Statements as for those delivered in paper form, and the deposit agreements and disclosures that you have previously entered into with and received from the Bank remain in effect.

To access, print and save your electronically delivered statement you must:

1. Have a personal computer with Internet and email access and be enrolled in Southside Bank Online Banking.
2. Have an Internet browser that supports 128-bit encryption. Both Internet Explorer Version 6.0 or Netscape Navigator Version 6.1 will enable you to receive and use our service.
3. Have Adobe Acrobat Reader.
4. Have a Southside Bank checking account.
5. Have access to a printer and storage such as a hard drive to download and/or print statements and/or disclosures for your records.

PRIVACY Our privacy policy (that has been previously provided to you) will apply to this service and the policy is incorporated into and made a part of this Agreement.

SERVICE AVAILABILITY The Bank may change, suspend or eliminate all or any aspect of this delivery service upon notice to you.