



## **Agreement for Electronic Banking**

This Agreement for Electronic Banking (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 Electronic Banking product, the Bank hereby grants you an exclusive nontransferable sublicense of electronic banking software. You agree and understand that upon your written acceptance of this Agreement and the completion of the Enrollment/Maintenance Form, the Bank will provide you with access to Electronic Banking. Electronic Banking 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 into and from your accounts. The Bank has no proprietary control over the software and, therefore, cannot and will not guarantee its performance or suitability. Unless otherwise required by law, the Bank shall not be liable for any error or delay on the part of Electronic Banking or for any other act or omission of Electronic Banking, and Electronic Banking shall not be deemed to be our agent.

### **1. Instructions, Login ID, and Passwords**

You may utilize Electronic Banking 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 login ID and password strictly confidential, and to take all precautions necessary to keep the login ID and password secure. You are responsible for determining the strength of your password and ensuring that it is adequate. You agree that you will be the only user of your username and password, and that you will not transfer or disclose any of this information to any other person. 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. The Bank will have no liability for any transfers or other actions taken by anyone you have given your password to or otherwise allowed or permitted to access your password or your Electronic Banking account. You are responsible for keeping your username and password confidential and for ensuring that you have signed off when your session is complete to prevent unauthorized persons from using the Service. You may be held responsible for actions that may be taken by anyone signing in with your username and password, and you agree that we are entitled to rely and act upon instructions received under your username and password. If your password becomes known to any unauthorized person or if you believe that it may have become known to an unauthorized person, if an unauthorized transaction occurs on your account or if you believe an unauthorized transfer may have occurred on your account, if you believe someone has viewed, downloaded, or deleted electronic records from your Electronic Banking account without your permission, or if a handheld device, computer, or other electronic device you use to access Electronic Banking has been lost, stolen, or compromised, 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 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 Electronic Banking, unless the data errors are the result of the Bank's gross negligence or willful misconduct.

### **3. Internal Transfers**

If you have elected on the Enrollment/Maintenance Form to utilize Electronic Banking to effectuate transfers into or out of any of your accounts at the Bank, you may then use Electronic Banking 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 11:30p.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 amounts of these fees are set forth in the Account Information Disclosure.

#### **5. Honoring Transactions and Instructions**

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 Electronic Banking 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. We will not be obligated to honor, in whole or in part, any transaction or instruction which: (i) is not in accordance with any term or condition of this Agreement or any other applicable agreement; (ii) we have reason to believe may not be authorized by you or any other person whose authorization we believe is necessary or involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction; (iii) would violate any applicable rule or regulation of any federal or state regulatory authority; (iv) is not in accordance with any other requirement of our policies, procedures or practices; or (v) we have other reasonable cause not to honor for our or your protection.

#### **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 ELECTRONIC BANKING, 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, LOSS OF DATA, 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 ELECTRONIC BANKING, AND ITS COMPONENTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, ELECTRONIC BANKING, OR YOUR USE THEREOF.

#### **7. Suspension or Termination**

It is understood that the ability of the Bank to provide access to Electronic Banking is conditioned upon the continued operation and availability of the computers which house Electronic Banking. 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 Electronic Banking 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 Electronic Banking 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 Electronic Banking except as such breach results solely from the Bank's gross negligence or willful misconduct.

## **9. Limitation on Bank Liability**

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 willful misconduct. The Bank is not liable or responsible to you for: (a) delays or any errors caused by any internal computer problems, loss of internet service, or power outages, or other problems, or your computer or internet problems, or computer or internet problems with any third-party, unless otherwise required by law; (b) the furnishing of data or information, errors, or omissions of any kind relating to inquiries, instructions, messages or transactions, originating from Electronic Banking which are not caused by the Bank's gross negligence or willful misconduct; (c) use by other persons authorized by you for Electronic Banking 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 Electronic Banking; (e) your failure to use Electronic Banking in accordance with instructions; and (f) any act of God, natural disaster or other cause outside the control of the Bank. Subject to the foregoing limitations where the Bank shall have no liability whatsoever, 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.

## **10. 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. You have a duty to review your statements for inaccurate or unauthorized transactions. 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. However, if you have at any time shared or otherwise communicated your PIN or password with that person then we shall have no liability for that 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 show 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 FIRST statement on which the problem appeared was mailed or transmitted to you, or otherwise made available for your review via online banking regardless of whether or not you in fact, reviewed such statement, you will 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.

#### **11. 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) 531-7111, or write to: Southside Bank Electronic Banking, PO Box 1079, Tyler, Texas 75710-1079. Southside Bank is open for business every Monday through Friday, excluding Federal Reserve holidays.

#### **12. Initial and Annual Error Resolution Notice**

In case of errors or questions about your statement or transaction record, telephone us at (903) 531-7111, or write us at Southside Bank Electronic Banking, P.O. Box 1079, Tyler, Texas 75710-1079, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after the FIRST statement on which the problem or error appeared was mailed or transmitted to you, or otherwise made available for your review via online banking regardless of whether or not you in fact, reviewed such statement. (a) Tell us your name and account number. (b) 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. (c) 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 10 business days. We will determine whether an error occurred within 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 your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you 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. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three 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.

#### **13. 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 Electronic Banking and including, without limitation, any such losses or charges arising directly or indirectly out of, or in any way connected with, this agreement.

#### **14. Waiver of Requirement for Two or More Signatures**

You agree that any requirement of verifying two or more signatures on any item, such as checks, will not apply to electronic transfers, and we will have no liability when making these kinds of transfers without the requisite verification. This means that any person who is an authorized representative on your account is authorized by you to individually make electronic transfers, even though that person's authority to transfer or withdraw funds from your account by some other means (e.g., by check) must be exercised jointly with one or more other persons. This provision controls and takes precedence over any conflicting provision in any other agreements you have with us.

## 15. 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 bylaw. If you are an electronic 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. THIS WRITTEN AGREEMENT REPRESENTS THE ENTIRE AND FINAL AGREEMENT BETWEEN THE PARTIES ASTO THE SUBJECT MATTERS COVERED HEREIN AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTENORAL AGREEMENTS BETWEEN THE PARTIES. However, 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, and your continued use of Electronic Banking on or after the effective date of such amendment shall be deemed your acceptance of any changes.
- H. **Separation of Provisions.** If any part of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or 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. **TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE:**

### **SERVICE DEFINITIONS**

"Service" means the bill payment service offered by Online Bill Payment through iPay Solutions and your financial institution, and the provider of the bill payment service to the Financial Institution. "Agreement" means these terms and conditions of the bill payment service. "Biller/Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be. "Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller/Payee (such as, but not limited to, Biller/Payee name, Biller/Payee account number, and Scheduled Payment Date). "Payment Account" is the checking account from which bill payments will be debited. "Billing Account" is the checking account from which all Service fees will be automatically debited. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays. "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing. "Financial Institution" means Southside Bank, a Texas banking association.

### **LIMITATION ON BANK LIABILITY; BANK'S DISCLAIMER OF WARRANTIES**

In accordance with your decision to utilize the Service, the Southside Bank hereby grants you an exclusive nontransferable sublicense of Service software. You agree and understand that upon your written acceptance of this Agreement and the completion of the Enrollment/Maintenance Form, Southside Bank will provide you with access to the Service. The Service is not a product belonging to Southside 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. Southside Bank has no proprietary control over the Service and, therefore, cannot and will not guarantee its performance or suitability. Unless otherwise required by law, Southside Bank shall not be liable for any error or delay on the part of the Service or for any other act or omission of the Service, and the Service shall not be deemed to be our agent. In addition, you agree that in no event shall Southside Bank be liable or responsible for any acts or omissions connected with the Service that the Service is not liable or responsible for under the terms of this Agreement. 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 THE SERVICE, 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 THE SERVICE, AND ITS COMPONENTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE SERVICE, OR YOUR USE THEREOF.

## PAYMENT SCHEDULING

Instructions for Setting up Payees & Payments: Payees: (A new payee cannot be established within the mobile app) If you want to add a new "Payee," first select the "Payee" tab located in the bill pay or speak to a service representative.-The Financial Institution reserves the right to refuse the designation of a "Payee" for any reason. Payments: You may add a new payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions/deletions or changes can be made in writing or by using the service. You may pay any "Payee" within the United States (including U.S. territories and APOs / AEOs). The Financial Institution is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

### The Bill Paying Process

A payment processing request completed via a mobile app can only be sent to a Payee who has been established through the online service by logging in to the bank's website.

**Single Payments:** A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cutoff time, which is controlled by the Financial Institution, is currently 3:00 PM CST. A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

**Recurring Payments:** When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date. Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

**Single and Recurring Payments:** The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees". To assure timely payment, we recommend that you schedule payments at least four (4) bank business days before the payment's actual due date (not the late date and/or a date in the grace period). If you do not, you will be fully responsible for all late fees, interest charges, or other action taken by the Biller/Payee.

## PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of Biller/Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller/Payee directives. When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller/Payee, or payments remitted to you on behalf of another authorized user of the Service. The Service will use its best efforts to make all your payments properly. However, the Service and the Financial Institution shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service, the Financial Institution, or any other party about the malfunction before you execute the transaction;



3. You have not provided the Service with the correct Payment Account information, your correct personal information, or the correct name, address, phone number, or account information for the Biller/Payee, or you have provided incomplete Payment Instructions;
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances;
5. If the money in your account is subject to legal process or other claim restricting such transfer; and/or
6. If the Payee mishandles or delays processing a payment sent by the Service.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller/Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller/Payee any previously misdirected transactions, and, if applicable, for any late payment related charges that you reasonably incur as a result if your account was in good standing with the Biller/Payee prior to this incident. However, it is your responsibility to monitor the payments that are made through the Service, and to inform the Service as soon as you discover an error. The Service and the Financial Institution will not be responsible for any late payment related charges arising after you have had a reasonable amount of time to discover and report the error to the Service. In addition, the Service and the Financial Institution are under no obligation to inform you if the Service does not complete a payment or transfer because there are non-sufficient funds in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment.

#### **NO DUTY TO MONITOR PAYMENTS**

The Financial Institution and the Service do not have any duty to monitor the payments that are made through the Service. You assume the entire risk of using the Service properly to ensure that funds are transferred and bills are paid properly and timely. The Financial Institution and the Service will not be responsible for any charges imposed or any other action taken by a payee/merchant resulting from a bill payment that you have not scheduled properly, including any applicable finance charges and late fees.

#### **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted. You agree to indemnify and hold the Financial Institution and the Service harmless from and against any loss incurred by either or both of them as a result of the Service paying a Scheduled Payment if any of the information relied upon in the cancel payment order is incorrect or incomplete (or as a result of not paying a Scheduled Payment for which a valid cancel payment order is in effect).

#### **STOP PAYMENT REQUESTS**

The Service's ability to process a stop payment request will depend on the payment method. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service and the Financial Institution will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

#### **EXCEPTION PAYMENTS**

Although payments to the following types of Payees may be scheduled through the Service, such payments are discouraged and are scheduled by you entirely at your own risk; IN NO EVENT WILL WE BE LIABLE FOR ANY CLAIMS OR

DAMAGES THAT MAY RESULT IF YOU SCHEDULE PAYMENTS TO THE FOLLOWING PAYEES: • Payees outside of the United States, including Canada; • Payees to U.S. Territories; • Tax payments; • Government agencies, or • Court ordered payments (such as child support payments or traffic tickets) In no event shall the Service or the Financial Institution be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service and the Financial Institution have no obligation to research or resolve any claim resulting from an exception payment, nor are we responsible for any late payment-related charges when these types of payments are scheduled and/or processed through the Service. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service or the Financial Institution.

## **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Biller/Payee directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following: Information provided to the Biller/Payee - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller/Payee. Any changes will need to be made by contacting the Biller/Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller/Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller/Payee, provide to the Biller/Payee your e-mail address, service address, or other data specifically requested by the Biller/Payee at the time of activating the electronic bill for that Biller/Payee, for purposes of the Biller/Payee informing you about Service and/or bill information. Activation - Upon activation of the electronic bill feature the Service may notify the Biller/Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller/Payee to Biller/Payee and may take up to sixty (60) days, depending on the billing cycle of each Biller/Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller/Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller/Payee reserves the right to accept or deny your request to receive electronic bills.

**Authorization to obtain bill data** - Your activation of the electronic bill feature for a Biller/Payee shall be deemed by us to be your authorization for us to obtain bill data from the Biller/Payee on your behalf. For some Biller/Payees, you will be asked to provide us with your user name and password for that Biller/Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.

**Notification** - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller/Payee to Biller/Payee. You are responsible for ensuring timely payment of all bills.

**Cancellation of electronic bill notification** - The electronic Biller/Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller/Payee to Biller/Payee. It may take up to sixty (60) days, depending on the billing cycle of each Biller/Payee. The Service will notify your electronic Biller/Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service and the Financial Institution will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

**Non-Delivery of electronic bill(s)** - You agree to hold the Service and the Financial Institution harmless should the Biller/Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller/Payee directly.

**Accuracy and dispute of electronic bill** - The Service and the Financial Institution are not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller/Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the

Biller/Payee directly. This Agreement does not alter your liability or obligations that currently exist between you and your Biller/Payees.

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

#### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services you have requested;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller/Payee;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency, subpoena, or court orders; or,
6. If you give us your written permission.

#### **SERVICE FEES AND ADDITIONAL CHARGES**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

#### **ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

#### **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the applications. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

#### **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service. Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

## **BILLER/PAYEE LIMITATION**

The Service reserves the right to refuse to pay any Biller/Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller/Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

## **RETURNED PAYMENTS**

In using the Service, you understand that Biller/Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller/Payee's forwarding address expired; Biller/Payee account number is not valid; Biller/Payee is unable to locate account; or Biller/Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller/Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.

## **INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller/Payee or your financial institution (for example, to resolve payment posting problems or for verification).

## **DISPUTES**

In the event of a dispute regarding the Service, you and the Service, and you and the Financial Institution, 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, and you and the Financial Institution, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service, or you and the Financial Institution, relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Financial Institution or the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

## **ASSIGNMENT**

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

## **NO WAIVER**

The Service and the Financial Institution shall not be deemed to have waived any of their rights or remedies hereunder unless such waiver is in writing and signed by the Service or the Financial Institution, as applicable. No delay or omission on the part of the Service or the Financial Institution 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 of this Agreement.

## E-Delivery Agreement (Statements, notices and disclosures)

**Please read this Electronic Communications Disclosure thoroughly – It contains important information about your legal rights.** Certain laws and regulations require us to provide specific information to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if we first present this Electronic Communications Disclosure and obtain your consent to receive the information electronically. By reading this agreement and consenting, you elect to receive your monthly statement(s), notice(s) and disclosures electronically via Southside Bank's Online/Mobile Banking system instead of by mail. You will be required to use your Southside Bank Online/Mobile Banking Login ID and Password to gain access to the system before you can view, print or save your Statements or notices. Note: You may receive one additional statement or notice by mail before you begin receiving your items electronically. Your consent, which will be given by checking the "I Agree" option below, is to authorize the Bank to forward to you electronically your periodic Bank Statements, notices and any other disclosures that the Bank might send to you with your bank statements or through a separate mailing. If you change your mind about receiving electronic statements, notices 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 1-877-639-3511
- Log onto Online/Mobile Banking and send a Secure Message to Customer Service via the "Messaging" option
- Write us at: Online/Mobile 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 or notices electronically. We will not charge a fee for discontinuing the service; however normal account fees will apply. If a special need arises and you need a copy of an electronic statement, notify us by any of the options listed above. There may be a fee for this service. The same terms apply for electronically delivered Bank Statements as for those delivered in paper form, and the deposit agreement and disclosures that you have previously entered into and/or received from the Bank remain in effect. To access, print and save your electronically delivered items you must:

1. Have a computer or mobile device with internet and email access and be enrolled in Southside Bank's Online/Mobile Banking service.
2. Have a secure browser that supports 128 bit encryption.
3. Have a Southside Bank Deposit or Loan account.
4. Have access to a printer and/or hard drive to download and/or print your statements, notices or disclosures.

## MISCELLANEOUS FEES & CHARGES

Account Closed within 90 days	\$20
Account Research: per hour (1 hour minimum)	\$40
Account Research: per copy	\$1
Account Reopening	\$15
Advantage Check Card: per acct	
Debit Card Non-Usage Fee - per acct	
Monthly service fee for non-usage	\$1
Advantage Check Card Replacement Card	\$10
Automatic Overdraft Transfer	\$10
Bill Pay (Consumer)	\$5.95/mo
FREE with eStatements	
Bill Pay (Commercial)	\$10/mo
Cashier's Check: each	
Customer	\$5
Non-customer (check exchange only)	\$10
Chargeback Check	\$4
Check Cashing: Non-customer	
Checks less than \$1,000	\$10
Checks greater than or equal to \$1,000	\$25
Check Copy Charge	\$2
Coin Counting: per bag (customer only)	\$2
Collection Drafts	
Outgoing/Incoming	\$12
International	\$35
Deposit Bags: Locking	\$25
Deposit Bags: Zipper	\$5
External Transfers (Online)	\$2
Foreign ATM Balance Inquiry	75¢
Foreign ATM Withdrawal	\$1.50
Legal Research Service: per hour	\$40
Legal Research Service: per copy	\$1
Levy/Garnishment	\$100
Mobile Deposit	No Charge
MobiMoney	No Charge
Paid Overdraft Item Fee (applies to ea. paid item)	
Checking and Money Market Account	\$32
Savings Account	\$32
Return NSF Item Fee (applies to ea. returned item)	
Checking and Money Market Account	\$32
Savings Account	\$32
Safe Deposit Box Lockbox Drilling	
Amount equal to locksmith charge	\$125 min
Safe Deposit Box (Rental per year)	
3x5	\$30
5x5	\$35
3x10	\$50
4x10	\$50
5x10	\$75
10x10	\$125
15x11	\$150
Smart Deposit (Remote Deposit Capture)	\$25-50
Statement Hold: per cycle	\$5
Statement: Copy or Special Cycle Cut Off	\$5
Each Item	\$1
Stop Payment: Check or ACH	\$32
Stop Payment: Debit Card card replacement	\$10
Telephone Transfer: each	No Charge
Temporary Checks: sheet of 4 checks	\$4
Wire Transfer	
Regular Outgoing (USA)	\$22
Online Outgoing	\$12
Repetitive Outgoing	\$12
Incoming: Customer	\$7
Incoming: Non-Customer	\$25
(\$1,000 max w/a valid driver's license)	
International Incoming	\$7
International Outgoing	\$52.50

### COMMERCIAL & SMALL BUSINESS ACCOUNTS

Analysis Processing Services	
Account Maintenance	\$12
Checks	12¢
Credits (ACH)	4¢
Credits (Paper)	35¢
Debits (ACH)	4¢
Deposit Items	9¢
Insurance and Regulation Fee	\$.125 (per \$1,000)
(based on monthly average)	
Return Checks (deposit items)	\$4
Rolled Coin	10¢
Strapped Bills	35¢
<ul style="list-style-type: none"> <li>• <b>Balances Available for Services (Investable Balance):</b> This is the average positive collected balance less any reserves. This balance is used to calculate the earning credit amount.</li> <li>• <b>Earnings Credit Rate:</b> Rate applied to Investable Balance. Rates are tiered based on account balances.</li> <li>• <b>Reserve Requirement:</b> 10%</li> <li>• <b>Uncollected Funds Rate:</b> Rate applied to average negative collected balance is 18% APR.</li> <li>• <b>Premier Business Checking:</b> Monthly interest paid will be a charge to the analysis calculation.</li> </ul>	
ACH Debit Filter Fee	\$10
Changes to Filter	\$5
ACH Origination	
Per File	\$10
Per Item	10¢
Per Chargeback	\$4
Business Online	
w/Cash Management	\$45/mo
Bill Pay	\$10/mo
CD Publishing	
Annual CD	\$35
Monthly or Quarterly CD	\$35
Currency Transaction Report	\$10
FED EDI Monthly Fee	\$20
Federated Cash Sweep Account	\$100
International Deposited Item	\$5
Large Cash Orders (per thousand dollars)	50¢
Lock Box Accounts Receivable Service	
Monthly Processing Charge	\$125
Per Check Transaction Charge	35¢
Minimum Monthly Lock Box Charge	\$150
Money Service Business	\$250-\$2,500
Positive Pay	
Monthly Fee	\$10
Valid un-transmitted (per item)	\$1
Smart Deposit (Remote Deposit Capture)	\$25-50
TBA/ZBA Monthly Fee Sub Acct.	\$5
Two Signatures Required on Acct (per month)	\$10

**If you have any questions regarding this information, please contact Southside Bank at 877.639.3511 or visit [southside.com](http://southside.com).**