



LUBBOCK NATIONAL BANK

COMMERCE NATIONAL BANK



eDeposit Service Terms & Conditions

1. Service and Service Terms

The following terms and conditions apply to the services for Lubbock National Bank/Commerce National Bank's (LNB/CNB) mobile deposit application (eDeposit) that may be provided to the Customer. Customer acknowledges and agrees that the services or any portion of the services may be provided by one or more subcontractors. The provisions of LNB/CNB's Deposit Account Agreements (DAA) for individuals and businesses and applicable service terms are incorporated into this agreement by this reference. In event of conflict among this agreement and any other agreements between LNB/CNB and customer, including the DAA, the provisions of this agreement shall control.

2. Overview and Definitions

This agreement states the terms and conditions by which LNB/CNB will deliver to customer the mobile deposit services, as described below.

2.1 "Authorized User" means customer or agent of customer, including without limitation, the authorized agent (as defined below).

2.2 "Business Day" means any day which LNB/CNB is open to conduct substantially all of its services, but shall not include Saturday, Sunday or federal holidays.

2.3 "Capture Device" means any device acceptable to LNB/CNB that provides for the capture of images from original items and for transmission through a clearing process.

2.4 "Check" shall have the definition set forth in Check 21.

2.5 "Check 21" means the Check Clearing for the 21st Century Act, as well as Subpart D of Federal Reserve Board Regulation CC, and to the extent applicable, Subpart A.

2.6 "IRD" or "Image Replacement Document" means (a) a Substitute Check as defined in Check 21; or (b) the paper reproduction that will be created when an item cannot be converted to an ACH transaction.

2.7 "Item" means a check, money order, cashier's check, official check, U.S. Treasury check, or any other payment instrument drawn on a financial institution within the United States from a payor to customer that may be transmitted as either data or image, and where applicable in the context, includes the electronic image of the front and back of an item, in addition to other required information, in the format specified by LNB/CNB from time to time. Notwithstanding the foregoing, it is understood that customer will only be transmitting electronic images of the front and back of items and not any paper items. In order for an item to be processed for deposit, it must be restrictively endorsed in the proper location on

the back of the item with the following words: "For deposit only to LNB/CNB Account#_, payee (Customer) signature.

2.8 "Payor" means consumers or businesses that make payments to customer by means of items, but customer shall not be a payor.

2.9 "Service(s)" means the specific service(s) provided by LNB/CNB, including electronic check conversion and image archive systems that allow the use of a capture device to obtain and transmit the front and back images of items and accompanying transaction data for the purpose of delivery to LNB/CNB for clearing as an IRD. Services also include any applicable support services. The Service shall only be provided for items received (1) by individual customers for personal, family or household purposes, and (2) by business customers for purposes strictly related to the activity of the business that are being deposited into a consumer or business account at LNB/CNB.

2.10 "Service Start Date" means the date that the services are first utilized by the customer.

2.11 "Technology" means LNB/CNB's or its subcontractor's deposit capture applications and processes designed to facilitate the electronic clearing of items. Said applications are accessed through capture devices utilizing software and hardware provided by or acceptable to LNB/CNB, and are proprietary access points to payment processing networks and systems used to complete the clearing of items. Technology may include, but is not limited to, customer service support, reports, software, software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof developed or provided by LNB/CNB or its subcontractors and used in the provision of services hereunder. Any software provided by LNB/CNB or its subcontractors pursuant to the service shall be considered software as defined in the Software License Agreement.

2.12 "Term" shall mean the term of this agreement beginning as of the Service Start Date until terminated, as provided herein.

3. Customer Obligations, Suspension and Cancellation of Service

3.1 Hardware and Software Requirements: In order to utilize the services, customer must have the following hardware and software with the indicated specifications:

- Apple iPhone or iPad with camera, running current IOS operating system
- Android mobile device with camera, running current operating system

Image quality of the items must comply with requirements as established by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

3.2 Customer Responsibilities: Customer authorizes LNB/CNB to convert items to IRDs or transmit as an image and further authorizes LNB/CNB or any other financial institution to which an item is sent to handle the item. Customer agrees, at his/her sole expense to, a) provide connectivity between the capture device and the technology; b) maintain the capture device in accordance with the instructions provided by LNB/CNB, its subcontractors and/or any other capture device provider; c) as applicable, utilize customer's software, or LNB/CNB software to scan, load, and format items as needed for transmission to LNB/CNB prior to the communicated cut-off time; d) process return data and any remittance data delivered by LNB/CNB for the purpose of updating customer internal systems (which may include electronic and paper return items); and, e) implement and maintain security measures, including firewall protection, in compliance with its obligations under this agreement. Customer further agrees that it will

comply with any instructions and/or procedures regarding the services and submission of items that may be issued by LNB/CNB from time to time.

3.3 Withdrawal or Access/Suspension of Service: LNB/CNB reserves the right to deny, suspend or revoke access to the services immediately, in whole or in part, at its sole discretion, without notice, if LNB/CNB believes customer and/or its authorized users are in breach of this agreement or are otherwise using or accessing the services inconsistent with the terms and conditions hereof. Further, LNB/CNB or its subcontractor shall have the right to suspend the service immediately (a) in the event of an emergency or in the event of force majeure, (b) if LNB/CNB is uncertain as to the accuracy of any item, or (c) LNB/CNB determines at its sole discretion that the financial condition of customer renders customer's use of the Services no longer advisable.

3.4 Handling of Transmitted items: Customer shall be responsible for the proper disposal of all items following their transmittal to LNB/CNB. All items deposited using mobile services are subject to final confirmation that an acceptable IRD has been created for further collection.

3.5 Prohibition on Duplication of Deposits: Unless LNB/CNB has notified customer that an item has been rejected or returned unprocessed, customer is prohibited from subsequently presenting for deposit any item included in an IRD either in its paper based form or in digital form within another deposit. Customer agrees that the posting of a deposit by LNB/CNB into customer's account such that it appears in the transaction history of the account as presented through LNB/CNB's online Internet Banking system, shall constitute confirmation that an IRD has been credited to customer's account and customer shall immediately destroy the corresponding original paper item represented by such IRD. Customer shall destroy the items by shredding or another commercially acceptable means of data destruction and shall indemnify LNB/CNB for any and all losses or other damages LNB/CNB may suffer as a result of any deposit of a customer item more than once. Customer expressly authorizes and instructs LNB/CNB to debit customer's account(s) in the amount of any item which is deposited more than once.

3.6 Account Statement Examination: Unless customer notifies LNB/CNB of any errors to deposits made through the services within 60 days after the applicable account statement is mailed or otherwise provided to customer, such statement regarding all deposits made through the services shall be deemed to be correct.

4. Payment Processing

4.1 IRD Processing: Items may be transmitted for electronic processing by other financial institutions or converted to IRDs and transmitted to a printing facility for printing and clearing through traditional paper processing channels at LNB/CNB's sole discretion. The IRDs will be created in accordance with Check 21; alternatively, LNB/CNB may process items as photocopies in lieu of originals, under guidelines established between LNB/CNB and customer and applicable industry standards. Items that fail to satisfy the warranties made to LNB/CNB by customer, that fail to meet the requirements of LNB/CNB or Check 21, or that are otherwise not able to be processed, may be charged back to customer's account(s) or returned to customer. Customer agrees to be bound by any clearinghouse agreements, operating circular and image exchange agreements to which LNB/CNB is a party. In no event shall LNB/CNB be liable for any interest on an item that is rejected.

4.2 Processing of items: Images of items transmitted by customer are not considered received by LNB/CNB until customer has received an electronic confirmation of the receipt of the deposit from LNB/CNB. However, receipt of the confirmation from LNB/CNB does not mean that the transmission was error free or complete. Items transmitted by the customer and received by LNB/CNB or its subcontractors by 5:00 p.m. Central Time Monday through Friday, shall be credited to the customer's

applicable account on the same business day. Items received by LNB/CNB after 5:00 p.m. Central Time on any business day shall be credited to the customer's applicable account on the next successive business day. Funds from items deposited under the terms of this Agreement will be available to the customer pursuant to LNB/CNB's Funds Availability Policy. Items for deposit shall not be transmitted more frequently than twice during any business day.

4.3 Customer Liability: customer shall be solely responsible if any IRD for which customer has been given provisional credit is subject to return or reversal, and neither LNB/CNB nor its subcontractors shall be liable or responsible for same. Customer acknowledges that all credits received for deposit are provisional, subject to verification and final settlement. Any dishonored items will be returned as an image of the original or a substitute check as the charged-back item. Information and data reported hereunder (a) may be received prior to final posting and confirmation and is subject to correction and (b) is for informational purposes only and may not be relied upon. Customer agrees that LNB/CNB shall have no liability for the content of payment-related information.

4.4 Appointment of Authorized Agent. If customer is not an individual, customer shall appoint an agent (who may be an employee of customer) who shall be authorized to communicate with LNB/CNB concerning any and all matters relating to this Agreement (the "Authorized Agent"), and agrees that all communications from the customer to LNB/CNB shall be conducted through the Authorized Agent.

5. Intellectual Property Ownership

This Agreement does not transfer to customer any ownership or proprietary rights in the technology or any work or any part thereof, and all right, title and interest in and to the technology will remain solely with LNB/CNB and/or its subcontractors.

6. WARRANTIES AND DISCLAIMERS

6.1 (A) CUSTOMER WARRANTY: CUSTOMER REPRESENTS AND WARRANTS TO LNB/CNB: (A) CUSTOMER HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER AND ALL INFORMATION SUPPLIED BY CUSTOMER TO LNB/CNB IS ACCURATE AND TRUE; (B) CUSTOMER WILL PROVIDE ALL REASONABLE ASSISTANCE TO LNB/CNB AND ITS SUBCONTRACTORS IN PROVIDING THE SERVICES SET FORTH HEREIN; (C) CUSTOMER AND ANY AUTHORIZED USERS WILL ONLY USE THE SERVICES FOR LAWFUL PURPOSES AND IN COMPLIANCE WITH ALL APPLICABLE RULES AND REGULATIONS AND WITH LNB/CNB'S REASONABLE INSTRUCTIONS, RULES, POLICIES, SPECIFICATIONS, TERMS AND CONDITIONS, AND OPERATING PROCEDURES AND WILL NOT VIOLATE ANY LAW OF ANY COUNTRY OR THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; (D) CUSTOMER HAS ONLY TRANSMITTED ACCEPTABLE ITEMS FOR DEPOSIT AND HAS HANDLED THE ORIGINAL ITEMS FOLLOWING TRANSMISSION TO LNB/CNB AS AGREED TO OR DIRECTED BY LNB/CNB AND IN ACCORDANCE WITH APPLICABLE LAW; (E) CUSTOMER IS A PERSON AUTHORIZED TO ENFORCE EACH ITEM OR IS AUTHORIZED TO OBTAIN PAYMENT OF EACH ITEM ON BEHALF OF A PERSON ENTITLED TO ENFORCE AN ITEM; (F) THE ITEMS HAVE NOT BEEN ALTERED; (G) EACH ITEM BEARS ALL APPLICABLE INDORSEMENTS IN A RESTRICTED FORMAT AS DIRECTED BY LNB/CNB; (H) ALL THE WARRANTIES SET FORTH IN AND SUBJECT TO THE TERMS OF 4-207 OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE OF TEXAS, AND AS MAY BE MODIFIED FROM TIME TO TIME, AS WELL AS ANY OTHER APPLICABLE SECTION THEREOF; (I) (1) THE ELECTRONIC IMAGE PORTION OF EACH ITEM ACCURATELY AND LEGIBLY REPRESENTS ALL OF THE

INFORMATION ON THE FRONT AND BACK OF THE ORIGINAL CHECK AS OF THE TIME THE ORIGINAL CHECK WAS TRUNCATED, (2) THE INFORMATION PORTION OF THE ITEM CONTAINS A RECORD OF ALL APPLICABLE MICR-LINE INFORMATION REQUIRED FOR A SUBSTITUTE CHECK, AND (3) THE ITEM CONFORMS TO THE TECHNICAL STANDARDS FOR AN ELECTRONIC ITEM AS SPECIFIED BY LNB/CNB FROM TIME TO TIME; (J) CUSTOMER WILL SUBMIT ONLY ONE ACCURATE AND CLEAR IMAGE OF THE FRONT AND BACK OF EACH ITEM TO LNB/CNB ONLY ONE TIME; (K) CUSTOMER WILL NOT DEPOSIT THE ORIGINAL ITEM AND NO PERSON WILL RECEIVE A TRANSFER, PRESENTMENT, OR RETURN OF, OR OTHERWISE BE CHARGED FOR, THE ITEM (EITHER THE ORIGINAL ITEM, OR A PAPER OR ELECTRONIC REPRESENTATION OF THE ORIGINAL ITEM) SUCH THAT THE PERSON WILL BE ASKED TO MAKE PAYMENT BASED ON AN ITEM IT HAS ALREADY PAID; (L) THE AMOUNT OF AN ITEM, AND SUCH OTHER INFORMATION CONTAINED IN SUCH ITEM WHICH IS ACCURATE AND COMPLETE. CUSTOMER AGREES THAT THESE REPRESENTATIONS AND WARRANTIES SHALL BE TRUE AND CORRECT AS OF THE DATE OF EACH ITEM AND THAT THE SUBMISSION OF EACH ITEM TO LNB/CNB FOR PROCESSING SHALL BE AN ACKNOWLEDGMENT OF EACH SUCH REPRESENTATION AND WARRANTY AS OF THAT DATE;

6.1 (B) CUSTOMER AGREEMENT: CUSTOMER AND ANY AUTHORIZED USERS WILL NOT (1) SELL, LEASE, DISTRIBUTE, LICENSE OR SUBLICENSE THE TECHNOLOGY OR SERVICES; (2) MODIFY, CHANGE, ALTER, TRANSLATE, CREATE DERIVATIVE WORKS FROM, REVERSE ENGINEER, DISASSEMBLE OR DECOMPILE THE TECHNOLOGY OR SERVICES IN ANY WAY FOR ANY REASON; (3) PROVIDE, DISCLOSE, DIVULGE OR MAKE AVAILABLE TO, OR PERMIT USE OF THE TECHNOLOGY OR SERVICES BY ANY THIRD PARTY; (4) COPY OR REPRODUCE ALL OR ANY PART OF THE TECHNOLOGY OR SERVICES; (5) INTERFERE, OR ATTEMPT TO INTERFERE WITH THE TECHNOLOGY OR SERVICES IN ANY WAY; (6) ENGAGE IN SPAMMING, MAILBOMBING, SPOOFING, PHARMING, PHISHING, OR ANY OTHER FRAUDULENT, ILLEGAL OR UNAUTHORIZED USE OF THE SERVICES; (7) INTRODUCE OR TRANSMIT THROUGH THE TECHNOLOGY OR SERVICES, WITHOUT LIMITATION, VIA ANY PORTION OF THE CUSTOMER'S COMPUTER SYSTEM THAT INTERFACES WITH THE TECHNOLOGY OR SERVICES, OR OTHERWISE, ANY VIRUS, WORM, SOFTWARE LOCK, DROP DEAD DEVICE, TROJAN-HORSE ROUTINE, TRAP DOOR, BACK DOOR, TIMER, TIME BOMB, CLOCK, COUNTER OR OTHER LIMITING ROUTINE, INSTRUCTION OR DESIGN OR ANY OTHER CODES OR INSTRUCTIONS THAT MAY BE USED TO ACCESS, MODIFY, DELETE, DAMAGE, DISABLE OR PREVENT THE USE OF THE TECHNOLOGY, SERVICES OR OTHER COMPUTER SYSTEMS OF LNB/CNB OR ITS SUBCONTRACTORS; (8) REMOVE, LNB/CNB OR ALTER ANY COPYRIGHT NOTICE, TRADEMARKS OR OTHER PROPRIETARY RIGHTS NOTICES AFFIXED TO OR CONTAINED WITHIN THE TECHNOLOGY OR SERVICES; OR (9) ENGAGE IN OR ALLOW ANY ACTION INVOLVING THE TECHNOLOGY OR SERVICES THAT IS INCONSISTENT WITH THIS AGREEMENT. SHOULD CUSTOMER RECEIVE NOTICE OF ANY CLAIM REGARDING THE SERVICES, CUSTOMER SHALL PROMPTLY PROVIDE LNB/CNB WITH A WRITTEN NOTICE OF SUCH CLAIM. CUSTOMER AGREES THAT LNB/CNB IS LEGALLY ENTITLED TO A VALID AND UNQUALIFIED ENDORSEMENT OF CUSTOMER AND CUSTOMER GIVES LNB/CNB THE IRREVOCABLE RIGHT TO PLACE SUCH AN ENDORSEMENT ON THE ITEM. CUSTOMER AGREES TO REIMBURSE LNB/CNB FOR ALL LOSSES RELATED TO CUSTOMER'S FAILURE TO PROPERLY ENDORSE A CHECK AS EXACTLY DRAWN OR RELATED TO CUSTOMER'S DEPOSIT OF AN ITEM THAT CONTAINS MULTIPLE ENDORSEMENTS OR A MISSING OR IMPROPER ENDORSEMENT.

6.2 DISCLAIMER: LNB/CNB AND ITS SUBCONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING OR RELATING TO ANY OF THE TECHNOLOGY OR SERVICES AND/OR ACCESS TO OR USE OF THE SERVICES OR TECHNOLOGY PROVIDED TO CUSTOMER HEREUNDER. LNB/CNB AND ITS SUBCONTRACTORS SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. LNB/CNB AND ITS SUBCONTRACTORS ALSO DO NOT GUARANTEE THAT CUSTOMERS' ACCESS TO THE SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED, ERROR FREE OR SECURE. LNB/CNB AND ITS SUBCONTRACTORS DO NOT GUARANTEE THE ACCURACY OF, AND SPECIFICALLY DISCLAIM LIABILITY FOR, INFORMATION OR DATA THAT IS SUPPLIED OR KEY-ENTERED BY CUSTOMER OR AGENTS. LNB/CNB AND ITS SUBCONTRACTORS DO NOT WARRANT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT OF INTERNET WEBSITES OR OTHER DATA RECEIVED BY CUSTOMER OR PAYORS VIA THE INTERNET.

7. LIMITATION OF LIABILITY/INDEMNIFICATION

7.1 LIMITATION OF LIABILITY: IN NO EVENT SHALL LNB/CNB BE LIABLE FOR DELAYS WHICH HAPPEN FOR REASONS BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OF CIVIL, MILITARY, OR BANKING AUTHORITIES, NATIONAL EMERGENCIES, RIOTS, WEATHER, UNAVOIDABLE DIFFICULTIES WITH EQUIPMENT, THE UNAVAILABILITY WITH THE INTERNET, ANY ERRORS IN INFORMATION PROVIDED, ANY DIFFICULTIES CAUSED BY AN INTERNET OR OTHER SERVICE PROVIDER OR ANY HARDWARE OR SOFTWARE FAILURE, WHETHER CAUSED BY A VIRUS OR OTHERWISE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT WILL LNB/CNB'S LIABILITY UNDER THIS AGREEMENT FOR ANY DAMAGES OF ANY KIND EXCEED AN AMOUNT EQUAL TO THE AMOUNT OF ITEMS RECEIVED BY LNB/CNB FROM CUSTOMER FOR "MOBILE" SERVICES DURING THE MONTH PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED. LNB/CNB SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. CUSTOMER AGREES THAT THE DOLLAR LIMITATION DESCRIBED IN THIS SECTION IS REASONABLE, EVEN IF ITS ACTUAL DAMAGES EXCEED THIS LIMITATION.

7.2 INDEMNIFICATION: IN ADDITION TO ITS INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT, AND EXCEPT FOR LOSSES OR EXPENSES ATTRIBUTABLE TO LNB/CNB'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CUSTOMER AGREES TO INDEMNIFY LNB/CNB FOR ANY LOSS OR EXPENSE SUSTAINED (INCLUDING INTEREST, COSTS, ATTORNEY'S FEES AND EXPENSES OF LITIGATION) RESULTING FROM (i) CUSTOMER'S LACK OF AUTHORITY TO MAKE THE WARRANTY IN SUBSECTION 6.1(E); (ii) ANY ACTION TAKEN OR NOT TAKEN BY LNB/CNB WITHIN THE SCOPE OF ITS AUTHORITY IN HANDLING AN ITEM; (iii) ANY WARRANTY REQUIRED TO BE MADE BY LNB/CNB WITH RESPECT TO AN ITEM UNDER APPLICABLE LAW OR REGULATION; AND (iv) BREACH OF THE REPRESENTATIONS OR WARRANTIES IN SUBSECTION 6.1.

8. Termination

8.1 Termination: In addition to the denial, suspension, revocation and termination provisions in this agreement, LNB/CNB may immediately terminate the service or any portion of the service if LNB/CNB determines that such service or portion of any service is in violation of any other law or regulation, or in

its sole discretion and without notice, decides to cease providing this service. Customer may terminate the service with notice to LNB/CNB.

8.2 Obligations upon Termination: Upon the termination of this Agreement for any reason: (a) Customer's access to, and use of, the services will terminate; (b) Customer will return to LNB/CNB any and all LNB/CNB services, equipment, software, documentation, technology or other deliverables provided to customer by LNB/CNB, including any copies thereof held by customer; (c) LNB/CNB will deliver to customer all customer documentation and other materials stored by customer on LNB/CNB's or its subcontractor's network; and (d) each party shall return any and all confidential information in its possession to the party that disclosed such confidential information or destroy same, and provide written verification of same. Notwithstanding the foregoing, LNB/CNB's obligations with respect to subsections (c) and (d) shall be subject to LNB/CNB's record retention policies and applicable laws and regulations. The provisions of sections 6, 7, 8 and 9 shall survive termination of this Agreement.

9. Confidentiality

9.1 LNB/CNB Information: Customer acknowledges that the technology and services contain valuable trade secrets, which are the sole property of LNB/CNB or its subcontractors and customer agrees to hold (i) such trade secrets and (ii) any and all other information designated by LNB/CNB as confidential (collectively, with the trade secrets, the "LNB/CNB Confidential Information") in strict confidence and disclose only to those agents whose duties reasonably require access to same, provided that all such agents are informed of such use or disclosure restrictions as set forth herein and agree to same. Customer will take no less than all reasonable steps to prevent the unauthorized use, disclosure, duplication or access to the LNB/CNB confidential information. Customer agrees to notify LNB/CNB promptly upon learning of any unauthorized disclosure or use of any LNB/CNB confidential information.

9.2 Unauthorized Use: Customer acknowledges that the unauthorized use, disclosure or duplication of any LNB/CNB confidential information shall constitute a material breach of this Agreement and is likely to cause irreparable injury to LNB/CNB, for which there is no adequate remedy at law. Accordingly, customer hereby agrees that LNB/CNB may seek injunctive relief against customer to prevent or remedy any breach of customer's confidentiality obligations described herein without LNB/CNB being required to post bond, or if bond is required, only nominal bond. Customer agrees to indemnify LNB/CNB and hold it harmless from and against any and all losses, liabilities, claims, damages and expenses (including reasonable legal fees and expenses) arising from or relating to the disclosure of any LNB/CNB confidential information or the failure to keep the technology secure. Customer understands and agrees that the use of the technology and services is confidential and agrees to assume all risks of accidental disclosure, inadvertent use or unauthorized use by any party whatsoever, whether or not such disclosure or use is on account of customer's negligence.

10. Miscellaneous Provisions

10.1 Relationship of Parties: LNB/CNB and customer are independent parties and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between LNB/CNB and customer. Neither LNB/CNB nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

10.2 Notices: customer agrees that any notices required or permitted under this Agreement may be given electronically, by certified mail, return receipt requested, or by overnight mail delivered by a nationally recognized carrier. Notice shall be deemed delivered within one business day, if delivered electronically or by overnight carrier, and three business days if delivered by certified mail.

10.3 No Waiver: The failure of either party to enforce at any time any provision of this Agreement or to exercise any right herein provided shall not in any way be construed to be a waiver of such provision or right, and shall not in any way affect the validity of this Agreement or any part hereof, or limit, prevent or impair the right of either party to subsequently enforce any provision or exercise any right hereunder.

10.4 Governing Law and Severability: This Agreement shall be governed by the laws of the State of Texas and of the United States, and any rule or regulation of the State of Texas or a federal agency having jurisdiction over LNB/CNB. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. The rights of the LNB/CNB under this Agreement are cumulative of all other rights LNB/CNB may have by law or otherwise.

10.5 Amendments; Termination: Unless applicable law provides otherwise, this Agreement may be amended, at LNB/CNB's sole discretion, by notice sent electronically or by mail to customer at customer's last address known to LNB/CNB. Notwithstanding the provisions of Section 10.2 above, notice under this Section 10.5 shall be effective not less than thirty (30) days after the day transmitted or mailed. LNB/CNB shall not be bound by any modification of this Agreement unless LNB/CNB expressly agrees to the modification in writing. Customer shall have the right to terminate the Agreement prior to the effective date of amendment. From time to time, LNB/CNB may request customer to provide additional information concerning customer, including without limitation, additional financial information and LNB/CNB may terminate this Agreement if satisfactory information is not received.

10.6 Assignment: LNB/CNB may assign this Agreement or delegate any of its responsibilities to a third party without notice to or consent from customer. Customer may not assign this Agreement or delegate any of its responsibilities to any third party, without LNB/CNB's prior written consent, which may be withheld for any reason.

10.7 Entire Agreement: This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all existing agreements and all other related communications, written or oral.