

Online and Mobile Banking Terms and Conditions

ONLINE BANKING AGREEMENT

Accepting the Agreement

This Online Banking Agreement between you and Lubbock National Bank/Commerce National Bank ("the Bank") governs accessing accounts and conducting transactions via the internet through our online and mobile banking site(s) ("Online Banking"). These services permit our customers to perform a number of banking functions on accounts linked to the service using a personal computer or mobile device. Online Banking can be used to access products and accounts made available by us. The applicable Depository Terms and Conditions also govern each of your accounts. The first time you access your accounts through Online Banking, you agree to be bound by the terms and conditions of this agreement and acknowledge its receipt and your understanding of its terms.

Relation to Other Agreements/Accounts

Your use of Online Banking may also be affected by the agreements between you and us for your accounts with us. When you link an account to Online Banking, you do not change the agreements you already have with us for that account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might affect your use of an account with Online Banking. The terms and conditions set forth herein are in addition to, and do not cancel or supersede, any other agreements or signature cards governing your deposits, loans or other business relationships with us. All of the terms, conditions, agreements, representations, schedules, disclosures, and fees set forth in or associated with such other agreements and signature cards remain in full force and effect. Any account that requires two or more signatures to make withdrawals, transfers or other transactions may not be eligible for services online. In any event, you recognize that any requirement of verifying two signatures on checks, if such a requirement exists, does not apply to electronic transfers and release us from liability when making such transfers. This means that any person who is authorized to act as a signer on your account shall be authorized by you to individually make electronic transfers through Online Banking from your account, 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.

About Online Banking

Through Online Banking, you can manage eligible accounts from your home or office on a personal computer or mobile device. Online Banking can be used to conduct any of the following services online.

- You can obtain balances and transaction histories on all eligible accounts enrolled in Online Banking. All account balances and transaction histories reflect activity through the close of the previous business day.
- You can transfer money between your eligible accounts. The number of transfers you can make from an account is limited as described in the applicable account agreement with us. In addition, if a hold is placed on any funds deposited in an eligible account, you may not transfer the portion of funds being held until that hold expires.
- You can transfer money to pay the Bank for overdraft protection, consumer loans, home equity loans, or certain other eligible loans.

Access to Accounts

You may request to access any account of which you are an authorized signer or owner. If you desire services that allow you to initiate payments or transfers from the account, you will need the required withdrawal authority over the account to be able to complete the transaction. By using Online Banking, you agree to maintain one or more accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to your use of Online Banking. You understand and agree that any one user can initiate transactions (including funds transfers or bill pay transactions) from any of your accounts using Online

Banking regardless of whether the user is an authorized signer on those accounts and regardless of whether any of those accounts normally require two or more signatures or have other restrictions. You are agreeing that we may consider all such transfers as having been authorized by you.

Business Days/Hours of Operation/ Accessibility

Our business days are Monday through Friday, except legal bank holidays. Online Banking is available twenty-four (24) hours a day, seven (7) days a week, except during maintenance periods, for scheduling, modification, or for review of funds transfers and balance inquiries. However, at certain times, some or all of Online Banking or other online services may not be available due to system maintenance or reasons beyond the Bank's control. The Bank does not warrant that Online Banking or other online services will be available at all times. When unavailable, you may use our telephone banking system, an automated teller machine ("ATM") or a Bank branch office to conduct your transactions. An online service transaction initiated prior to six (6) PM (Central Time) on a business day is posted to your account the same business day. All transfers and stop payments completed after six (6) PM (Central Time), or on a non-business day, will be posted the following business day.

New Services

We may, from time to time, offer and introduce new services to Online Banking. We will notify you of the existence of these new products and services. By using these services when they become available, you agree to be bound by the terms contained in this Agreement, any attachments and subsequent amendments.

Security & Protecting Your Account

We are strongly committed to protecting the security and confidentiality of your account information. We use several techniques to help secure Online Banking, including the following:

- You can access Online Banking from any computer or mobile device with internet access and a secure web browser such as Microsoft Internet Explorer, Safari or Mozilla Firefox.
- Your account numbers are never displayed in full - no more than the last four digits can be viewed.
- You must obtain from us and have a valid Login ID and password to log on.
- You will be required to log back in to Online Banking if your session exceeds twenty (20) minutes.
- Third-party services accessed through Online Banking are subject to those vendor's restrictions.
- If the computer you are using is not familiar to us, you will be prompted to enter a secure access code (for identification purposes). Mobile device specific information including but not limited to phone number, IMEI, serial number or device type may be used for additional authentication when accessing Online Banking through a mobile channel.

In addition to using a secure web browser or supported device specific application, you must have a Login ID, a password and maintain one or more of the following eligible accounts at the Bank: checking account, savings account, time deposit account, or loan. If you transfer money (withdraw funds) using a Money Market or Savings account, please refer to the fee schedule and transaction limitations on the account agreement or call the Bank for further information. Any account that has not had customer activity within the last year (dormant) or has been restricted for death, lost checks, garnishment, or levy is not eligible for transfers. Online Banking log in information may be deleted from our systems for non-use if the log in and password have not been used for a period of six (6) months. You will be required to re-enroll if you wish to resume use of Online Banking services.

Online Banking Password

Your password will give you access to your accounts through Online Banking. The Bank is entitled to act on any instructions it receives using your password. For security purposes, it is recommended that you memorize your password and do not write it down. We also recommend that you change your password regularly to try to avoid misappropriation by a third party. You can change your password while on our Online Banking System. The Online Banking system will require you to change your

password every 180 days. You shall be responsible for the confidentiality and use of your password(s) and other security data, methods and devices in accessing and using Online Banking. You are responsible for keeping your password and account data confidential. When you give someone your password, you are authorizing that person to use Online Banking and other online services. We will therefore consider any access to Online Banking through use of valid security credentials to be duly authorized by you, and we will carry out any instruction given regardless of the identity of the individual who is actually operating the system. You are responsible for all transactions performed using your password, even if you did not intend or authorize them. In addition, fraudulent transactions initiated using your password will be charged against your account(s). If you believe that your password may have been lost or stolen, notify us at once at 1-888-607-4277.

Statements/Unauthorized Transactions in Your Accounts

All of your payments and funds transfers will appear on your monthly account statement(s). You must promptly examine your statements upon receipt. If you find that your records and ours disagree, you must immediately call us at 1-888-607-4277. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call 1-888-607-4277, or write to us at Lubbock National Bank/Commerce National Bank, Attn Electronic Banking, P.O. Box 6100, Lubbock, Texas 79493.

Virus Protection

The Bank is not responsible for any electronic virus that you may encounter using the online services. You confirm that you have investigated our Online Security Procedures and that you have instituted the proper controls for access to Online Banking through your computers, mobile devices and terminals. You confirm that the security system and controls are commercially reasonable for your business and appropriate for your personal accounts. You agree that you are responsible for the performance and protection of any browser or operating system used in connection with Online Banking, including the prompt adoption of all security patches, installing and keeping up to date any malicious code security ("anti-virus") and other security measures issued or recommended from time to time by the suppliers of such software. We encourage you to scan your computer, mobile devices and removable storage routinely using a reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files, and hardware.

Electronic Mail (E-mail)

Sending e-mail is a good way to communicate with the Bank regarding your accounts or the online services. However, e-mail sent via your own software may not be secure. You should not include confidential information, such as account numbers and balances in any e-mail to the Bank. You cannot use e-mail to initiate online service transactions. All such transactions must be initiated using the appropriate functions within Online Banking. The Bank will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

Equipment

We are not responsible for any loss, damage, or injury related to or caused by any use, misuse, or failure of your equipment. Neither are we responsible for any loss, damage, nor injury related to or caused by any deficiency, malfunction, or failure of your software, hardware, or internet connection.

EFTA and Regulation E Disclosures

Some of the accounts to which you have household access through Online Banking may be governed by the Electronic Funds Transfer Act (EFTA) and Regulation E. In general, the EFTA and Regulation E govern accounts established by a natural person primarily for personal, family, or household purposes. The following terms and disclosures apply to accounts governed by the EFTA and Reg E ("EFTA Accounts"), and, with respect to EFTA Accounts, if there is any conflict between these disclosures and terms set forth elsewhere in this Agreement, these disclosures shall control. These disclosures do not apply to accounts that are not EFTA Accounts. If your password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your

password without your permission to access your account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.

In addition, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after the statement is first sent or made available to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us about these circumstances, the times in this section may be extended. You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

Limitation of Damages and Liability

Except as specifically provided for in this agreement or where the law requires a different standard, you agree that the Bank is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "losses") caused by your use of online banking or the use of online banking or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by the Bank or one of its suppliers. In addition, the Bank disclaims any responsibility for any electronic virus(s) you may encounter after installation of such software or use of Online Banking or the online services. Without limiting the foregoing, neither the Bank nor its suppliers shall be liable for any: (i) failure to perform or any losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the internet, communication lines, postal system or ACH network. The Bank and its suppliers provide Online Banking and the online services from their own sites and they make no representation or warranty that any information, material, or functions included in Online Banking or the online services are appropriate for use by you in your jurisdiction. If you choose to use Online Banking and/or the online services, you do so at your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither the Bank nor its suppliers warrant the adequacy, accuracy, or completeness of any information provided as a part of Online Banking, the online services, or contained in any third party sites linked to or from the Bank's web site.

Warranty Disclaimer

All information and services are provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, any implied warranties of merchantability, fitness or a particular purpose, error-free operation, title or non-infringement. The Bank makes no representations or warranties regarding the accuracy, functionality, or performance of Online Banking, Online Services, or any software that may be used in connection with the same.

Indemnification

You shall indemnify, defend and hold harmless the Bank and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of:

- You or your agent's negligence;
- You or your agent's failure to comply with applicable federal and state laws, rules and regulations; or
- You or your agent's failure to comply with the terms of this Agreement.

Termination and Changes in Terms

The Bank reserves the right to terminate this Agreement and your access to Online Banking in whole or in part or to change the charges, fees or other terms described in this Agreement at any time without prior notice. When changes are made, we will notify you by:

- Electronic mail;
- Physical mail at the address shown in our records; and/or;
- Online Banking Secure Message;
- Update of our web site.

The Bank reserves the right to terminate and purge Online Banking customers who have not accessed or utilized the service for an extended period of time. Should your access be terminated due to inactivity, you will be permitted to re-enroll. You may terminate this Agreement at any time by providing us with written notice, email, or by calling us at 1-888-607-4277. This cancellation will become effective when we receive notice from you as provided above and apply only to Online Banking and does not terminate any other agreements you may have with us.

Restrictions

You may not appropriate any information or material that violates any copyright, trademark, or other proprietary or intellectual property rights of any person or entity while using the Online Banking or other online services. You may not gain, or attempt to gain, access to any Online Banking and/or other online services server, network or data not specifically permitted to you by the Bank or its suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with the Bank or its suppliers.

Assignment

The Bank may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

Integration

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and the Bank.

Waiver

The Bank shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by the Bank of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

Links to other Sites

Information that the Bank publishes on the World Wide Web may contain links to other sites and third parties may establish links to the Bank's site. The Bank makes no representations about any other web site that you may access to, from or through this site. Unless expressly stated in writing, the Bank does not endorse the products or services offered by any company or person linked to this site nor is the Bank responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

Force Majeure

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control.

Miscellaneous

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

BANKS ARE MEMBER FDIC AND EQUAL HOUSING LENDERS
Revised January, 2014
