



LUBBOCK NATIONAL BANK

COMMERCE NATIONAL BANK



Picture Pay Service Terms & Conditions

Introduction and Definitions. This addendum supplements the Lubbock National Bank/Commerce National Bank Online and Mobile Banking Terms & Conditions. Your use of the Picture Pay Service constitutes your acceptance of the terms and conditions. To utilize Picture Pay, you must first enroll in our Mobile Banking service through an internet-enabled mobile device that is compatible with our Mobile Banking application, and you must accept the Terms and Conditions. As used herein, “we,” “our,” “us” and “the Bank” refer to Lubbock National Bank/Commerce National Bank, and “you” and “your” refer to each customer of the Bank who utilizes Picture Pay as well as any other person you may authorize to use Picture Pay on your behalf.

Nature of Service. Picture Pay allows you to electronically pay bills or invoices (“bills”) from any personal checking (including money market checking) account you have with the Bank that you register for use with the service. You may not use Picture Pay to pay bills from any business accounts or personal savings accounts. Use of Picture Pay requires a supported mobile device equipped with a camera. Access to the service is provided by a menu button within our Mobile Banking app. Initially, you will need to provide certain information to register for the service. Once you have registered, then you may log in at any time and simply follow the on-screen instructions to use your camera function to create images of bills you receive from businesses or individuals and to transmit those images and related payment instructions to us. Unlike most bill payment services, no other initial setup of payees is required, although Picture Pay does allow you to store payee information to make future payments even easier. Please note that Picture Pay operates separately from our Online Banking bill payment service. If you are also enrolled in that service, then you have two options for paying bills electronically.

Costs. There is currently no separate charge for using Picture Pay, except for expedited delivery services as set forth below. However, any normal account fees and service charges continue to apply, including insufficient funds and overdraft fees and stop payment fees incurred in connection with Picture Pay payment requests, as described further below. Also, you remain subject to your existing agreements with your mobile service provider and any other applicable third-party service providers, and those agreements may provide for fees, restrictions and other provisions (such as those relating to required data plans) that might impact your use of Picture Pay. We reserve the right to institute new fees or to change existing fees for using Picture Pay in the future, with advance notice to you. Our current fees are:

Normal Picture Pay payment processing - no charge

Charges for expedited payments:

Next day electronic payments (one day faster than standard) - \$2.95

Same day electronic payments - \$7.95

Next day (overnight) paper payments - \$29.95

Eligible Bills; Payment Limits/Restrictions. Payments may be made only to payees with a U.S. payment address, and all payments will be made in U.S. Dollars. Unless we have notified you that you are subject to different limits, the maximum allowable amount for a single payment is \$3,000 if the payment is to be delivered electronically and \$3,000 if the payment is to be delivered by paper check. All photographs of bills that you transmit to us must be of good, readable image quality and contain all of the information we require to process the payment, such as payee name, address and account number. We may refuse to process any payment request that does not meet all of the above requirements, or that for any other reason we determine is not acceptable for processing through Picture Pay, and we will notify you of any such rejection. We may also notify you of other requirements from time to time, and we specifically reserve the right to impose limits on the dollar amounts, number or frequency of payments you may make via Picture Pay, or to place other restrictions on your use of the service, and to modify such limits or restrictions from time to time.

Scheduling and Delivery of Payments. You may schedule one-time payments to be initiated either on the day that you enter the payment information (“immediate” payments) or on a future date (“future” payments). Payment requests are not deemed received by us until you receive a “success” confirmation notice with an expected delivery date. Our “Business Days” are Monday through Friday, excluding Bank holidays. If the date on which you schedule a payment to be made is not a Business Day, we will process the payment on the previous Business Day. If the designated payee is on our list of businesses that accept electronic payments through the Automated Clearing House (ACH) network, we will send the payment in that form; otherwise, we will mail a paper check. There will be a delay between the time we process any payment and when the payee receives the payment, so when scheduling payments, you should always allow adequate time before the due date for the payee to receive the payment and to credit your account. We recommend that you schedule payments to be made by the Bank at least seven Business Days before the due date for payments we send by check and at least four Business Days for payments we send via ACH. We will not be responsible for any fees, interest or finance charges, or other expenses you may incur as a result of your failure to schedule the payment sufficiently in advance of the due date. Please note that the expected delivery date displayed when we confirm receipt of your payment request is merely our best estimate, and delivery by that date is not guaranteed.

Payment Cutoff Time. For immediate payment requests, if we receive your request before 4:00 pm Central time on a Business Day, we will process the payment on that day. Payment requests received after this cutoff time or on a non-Business Day will be processed on the next Business Day. We may change our cutoff time at any time at our discretion.

Partial Payment or Overpayment Requests. If your instructions accompanying the image of the bill that you transmit to us direct us to pay an amount that is either less or more than the amount due as shown on the bill, we will pay the amount you have directed us to pay. You are solely responsible for dealing with the payee concerning any ramifications of making only a partial payment, such as late payment fees and interest or finance charges.

Deduction of Funds from Account. For payments made by paper check, the funds will not be deducted from your account until the check is cashed or otherwise presented for payment to the Bank. For payments made electronically, the funds will be deducted from the account almost immediately after you initiate an immediate payment request, or in the case of future payment requests, one to two Business Days before the scheduled payment date.

Insufficient Funds. If your account contains insufficient funds to cover a payment request at the time when funds are to be deducted from the account as described above, in our sole discretion we may either: (i) return the check unpaid or refuse to process the electronic payment; or (ii) pay the check or process the electronic payment and create an overdraft in the account. In any of these scenarios, we may assess

against the account or otherwise charge you an insufficient funds or overdraft fee. We will have no obligation or liability to you or any other person or entity if we do not complete a payment request or if we return a check upon presentment because there are insufficient funds in your account. In all such cases, you are solely responsible for either making alternate arrangements for the payment or rescheduling the payment through Picture Pay.

Canceling or Modifying Payment Requests. If you wish to cancel or modify a payment request you have previously scheduled through Picture Pay, you must do so before we have started processing the request. Once the service shows the payment status as “processing” or “in progress,” you may not cancel or modify it through Picture Pay. In such cases, you may submit a stop payment request pursuant to our normal procedures and fees for attempting to stop payment on withdrawals from your account, but we cannot guarantee that we will be able to stop the payment. With particular respect to electronic payments, these normally cannot be stopped once they have begun processing.

Cooperation; Bill Retention. Upon our request, you agree to provide us any additional information we may need to process any payment request and to cooperate with us in the investigation of any requests or transactions (such as unusual or potentially fraudulent requests, or transactions that are the subject of claims or disputes by you or us), including by providing any originals or copies of bills or other documents in your possession. You agree to retain the original of any bill for which you have requested payment through Picture Pay for at least 14 days after submitting the payment request.

Limitations on Use of Money Market Checking Accounts. Please note that if you elect to use a money market checking account to make bill payments through Picture Pay, the number of payments you may make in a given account statement cycle is limited by federal law. Accordingly, you may be assessed a fee for transactions in excess of this limitation. If you need to make frequent bill payments or certain other types of withdrawals and transfers, you may need to set up another type of checking account (one having unlimited withdrawal capabilities) to make bill payments through the service, in addition to your money market checking account.

Liability Limitations. As noted in the “EFTA and Regulation E Disclosures” section of the Terms and Conditions, your and our rights, responsibilities and liability in connection with consumer electronic fund transfers (including Picture Pay transactions), which are prescribed by federal law, are described in the Electronic Fund Transfer disclosures you have previously received in connection with your account(s). Except to the extent applicable law may require otherwise, the Bank expressly disclaims any liability to you or any other person or entity related to Picture Pay transactions, including liability for any indirect, special, incidental, consequential or punitive damages. Without limiting the generality of the preceding sentence, we will not be liable in any way for any losses or damages caused by: (i) your failure to have sufficient funds in the designated account to make the payment at the time we attempt to deduct the funds, as described further above; (ii) delays in mail delivery; (iii) changes to the payee's address or account number, unless you have advised us of the changes sufficiently in advance; (iv) the failure of any payee to correctly account for or credit the payment in a timely manner; or (v) any other circumstances beyond the Bank's control.