



E-Corp Internet Banking Agreement

This E-Corp Internet Banking Agreement, (the "Agreement") is entered into this day by and between LONE STAR STATE BANK OF WEST TEXAS (the "Bank") and _____ (the "Customer"), as follows:

- 1. RECITALS.** The Bank offers and provides Internet banking services through E-Corp. (the "Services") to its business/commercial account holders and desires to make the Services available to Customer. Customer desires to initiate transactions with respect to Customers deposit accounts and other financial transactions with the Bank via use of the Services.

Now, therefore, in consideration of the mutual promises and covenants herein, including the Recitals above, the parties agree as follows:

- 2. AVAILABLE SERVICES IN GENERAL.** Lone Star State Bank's Treasury Management Services offers commercial banking services via the Internet. Commercial/Business customers will appreciate the detailed account information and easy access of bank services through our system.

The Bank makes available to Customer the Services described herein, such as: account inquiry, account balances, account list, initiating funds transfers, fund transfer list, incomplete fund transfers, recap of funds transfers issued, recap of all funds transfers, review of fund transfers, transaction list, transaction menu, transaction search, exporting transaction information, issue a stop payment request, stop payment menu, and stop payment search.

Transactions initiated by Customer on Customer's account shall typically be available between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday, excluding Bank holidays. Except during certain periods when the Services are unavailable and as otherwise provided herein, account inquiries, lists and other features of the Services are typically available to Customer 24 hours a day, seven days a week.

Unless Customer executes and delivers to the Bank a separate Automated Clearing House ("ACH") Agreement, ACH transactions are not included in the Services provided in this Agreement. Customer acknowledges that ACH transactions may be provided by Bank through other third party services via a virtual private network encrypted for Customer's protection. In the event that Customer elects to execute and deliver to the Bank an ACH Agreement, all ACH services and transactions shall be subject to the terms of this Agreement and the ACH Agreement.

Each time Customer or its authorized personnel accesses or uses the Services, Customer reaffirms acceptance of all terms and conditions contained in this Agreement.

3. ACCOUNT INQUIRY AND LISTS

- a. Available Services.** Customer may access the Services to obtain a listing of accounts and to make account inquiries regarding transactions and account balances.
- b. Account Information Disclosure.** Customer acknowledges that information obtained on Customer's account and made available by use of the Services may not reflect other account transactions originated by Customer, but not yet received or processed by Bank. Customer acknowledges and agrees that the Bank has the sole discretion as to the order in which to process transactions regarding Customer's account.

4. FUNDS MANAGEMENT SERVICES

- a. Available Services.** The Funds Management feature of the Services allows Customer to initiate funds transfers, obtain a listing of fund transfer transactions, and obtain a summary of all complete and incomplete funds transfers occurring during the business day. Funds Transfers Requirements. Customer may initiate wire transfers from Customer's account, provided that: (i) all wire transfer requests are received by the Bank before 2:00 p.m. on the day Customer desires the wire transfer: and (ii) unless

otherwise agreed by the Bank in advance, the account has sufficient collected funds to pay the requested wire transfer. The Bank shall not be obligated to send wire transfer notices to Customer, except as may be reflected in Customer's monthly bank statement and except as provided in the Services through the use of the fund transfer listing feature. Customer shall be solely responsible for verifying the accuracy of the information contained in a wire transfer request. The Bank, in its sole discretion and without prior notice to Customer, may refuse to honor any wire transfer request if honoring the request would overdraw the account or violate the terms of this Agreement or any local, state, or federal law. In the event Customer's account is overdrawn as a result of the Bank honoring a wire transfer request, such action shall not be deemed a waiver of the Bank's rights regarding future wire transfer requests, and Customer agrees to replenish the overdrawn account on or before the next business day of the Bank.

5. TRANSACTIONAL SERVICES

- a. **Available Services.** Customer may access the Services to obtain a detailed list of transaction activity pertaining to the account, a listing of transactions associated with Customer's account, research a particular transaction and issue stop-payment requests.
- b. **Stop-Payment Requests.** Stop-payment requests must be received by the Bank before the earlier of the time when the item on which the stop-payment request is made has been paid by the Bank or 3:00 p.m. on the banking day in question.

6. ACCESS TO THE SERVICES

- a. **Software Required.** An Internet connection with a current version of Internet Explorer is required. Customer acknowledges that any required software and Internet Explorer are subject to modifications and changes from time to time. Customer acknowledges and agrees that the software provided is not produced or manufactured by the Bank and therefore, the Bank shall not be responsible for any errors or failures in the software.
- b. **Passwords.** Each authorized user may access the Services only by use of: (i) a Customer Password selected by Customer and issued to an authorized user by Customer; and (ii) use of a Customer Identification Number issued by the Bank to Customer. As part of the security procedures, Customer agrees to change the Customer Passwords periodically. Customer shall be solely responsible for distributing the Customer ID Number issued by the Bank to authorized users and for protecting and preserving the confidentiality and secrecy of the Customer ID Numbers issued to authorized users.
- c. **Employee Authorization.** Customer shall authorize only those persons Customer desires to be a user of the Services on Customer's behalf. Each employee authorized by Customer shall execute the Employee Authorization form attached hereto and the Bank may rely on the Employee Authorization until notified in writing by Customer of a change in authorized users.
- d. **User Levels of Authority.** The intent of the parties is to allow Customer to authorize those persons Customer deems appropriate to be authorized users and to establish levels of authorization as to each user. Customer shall be solely responsible for the levels of authority given to each user as reflected on the Employee Authorization and for the authorized users' access to Customer's accounts.
- e. **Release of Information.** As a condition of using the Services, Customer acknowledges that account-related information will be made available to any authorized person who accesses the Services made the subject of this Agreement and to this extent, Customer waives all rights associated directly or indirectly with rights to financial privacy and with the dissemination of financial information to such persons.
- f. **Notice of Unauthorized Use.** If Customer becomes aware of the unauthorized use of the Services, or suspects that an unauthorized use of the Services may occur, Customer shall immediately notify the Bank of the unauthorized use or the suspected unauthorized use by phone followed by written confirmation within 2 business days thereafter. Upon receipt of oral notice of unauthorized use or suspected unauthorized use, the Bank shall change the Customer's Password and notify Customer of the new Password. In the event the Bank obtains actual knowledge of unauthorized use of the Services, the Bank shall notify Customer within a reasonable time of obtaining the actual knowledge. However, in no event shall the Bank have a duty or obligation to investigate Customer's use of the Services for unauthorized use.
- g. **In Case of Errors or Questions.** Customer shall contact Bank if Customer believes its paper statement is wrong, or if Customer needs more information about a transfer listed on Customer's paper statement. LSSB must be notified by Customer no later than sixty (60) days after Bank sends the FIRST paper statement upon which the problem or error appeared. When Customer contacts Bank, Customer must provide:
 - i. Name and account number;

- ii. Description of the error or transfer, and an explanation as clearly as Customer can why Customer believes it is an error, or why Customer needs more information;
- iii. The dollar amount of the suspected error; and
- iv. If the suspected error relates to a bill payment, the account number used to pay the bill, payee name, the date the payment was made and payment amount.

If Customer contacts Bank by telephone or by email, Bank may require that Customer send Customer's complaint or question in paper form by postal mail or fax within ten (10) business days. Bank will communicate to Customer the results of its investigation within ten (10) business days after Customer notifies Bank in writing and will promptly correct any error. If the investigation or correction takes more time, however, Bank may take up to 45 days to investigate Customer's complaint or question and provide provisional credit, at Bank's discretion, for the amount in dispute. For errors involving foreign-initiated transactions, Bank may take up to ninety (90) days to investigate Customer's complaint. If Bank determines that there was no error, Bank will send Customer a written explanation within three (3) business days after completion of the investigation. Customer may ask for copies of the documents that Bank used in its investigation. If Bank has made a provisional credit, a corresponding debit will be made from Customer's account.

- h. **Future Enhancements.** Customer acknowledges and agrees that as enhancements to the Services and software become available; such enhancements shall be made a part of this Agreement.
- i. **Disclaimer of Warranty.** Bank makes no warranty of any kind, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Services provided to Customer under this Agreement. Bank does not and cannot warrant that the Services will operate without errors, or that any or all Services will be available and operational at all times.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY. CUSTOMER ACKNOWLEDGES THAT CUSTOMER SHALL BE FULLY RESPONSIBLE AND LIABLE FOR ANY TRANSACTIONS INITIATED UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS IN THE BEST POSITION TO MONITOR THE USE OF THE SERVICES, AVOID ERRORS IN TRANSMITTING TRANSACTIONS THROUGH THE USE OF THE SERVICES, PROTECT THE CONFIDENTIALITY AND SECRECY OF THE PASSWORDS, AND GOVERN THE AUTHORITY GIVEN TO EACH AUTHORIZED USER. CONSEQUENTLY, CUSTOMER AGREES THAT THE BANK SHALL HAVE NO DUTY OR OBLIGATION TO VERIFY INFORMATION SUBMITTED BY CUSTOMER IN USING THE SERVICES OR BE RESPONSIBLE OR LIABLE FOR ANY UNAUTHORIZED USE OF THE SERVICES, OR ERRORS IN TRANSACTIONS INITIATED BY CUSTOMER, EXCEPT AS MAY BE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF THE BANK.

THE BANK SHALL HAVE NO LIABILITY FOR PERFORMING ITS OBLIGATIONS HEREIN IF SUCH FAILURE TO PERFORM IS A RESULT OF CIRCUMSTANCES BEYOND THE BANK'S CONTROL.

IN NO EVENT SHALL THE BANK BE HELD LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES OF CUSTOMER FOR ANY UNAUTHORIZED USE OR ERROR IN TRANSMITTING A TRANSACTION INITIATED BY CUSTOMER IN USING THE SERVICES. IN NO EVENT SHALL THE LIABILITY OF BANK EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES.

CUSTOMER AGREES TO INDEMNIFY AND HOLD THE BANK, ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM ALL CLAIMS, DEMANDS, JUDGMENTS, EXPENSES, LIABILITY, CAUSES OF ACTION AND DAMAGES, ARISING OUT OF CUSTOMER'S ACCESS TO AND USE OF THE SERVICES.

THESE INDEMNIFICATION PARAGRAPHS SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8. MISCELLANEOUS PROVISIONS

- a. **Termination.** This Agreement shall begin on the date last written below and shall remain in effect until terminated by either party. Either party may terminate this Agreement at any time, with or without cause, upon three (3) business days' written notice of termination to the other party. In the event this Agreement is terminated, any financial obligation of Customer to the Bank arising out of a transaction initiated by Customer prior to termination shall survive the termination of this Agreement. All indemnities shall survive termination.
- b. **Notices.** Any written notice required under this Agreement shall be sent by e-mail to the e-mail address listed below or by registered or certified mail to the last known mailing address of the other party or by

facsimile to the last known facsimile number of the other party or by hand delivery to the other party.

- c. **Arbitration.** In the event a dispute arises between the parties relating directly or indirectly to this Agreement, the parties agree to resolve the dispute through binding arbitration in accordance with the American Arbitration Association's rules and procedures in effect at that time.
- d. **Performance of Services.** Except as expressly set forth herein, the Bank shall perform its duties and obligations provided herein in accordance with reasonable commercial standards applicable to the Bank's business and in conformity with the rules, regulations and laws governing the activities of the Bank, and in accordance with the terms set forth in this Agreement.
- e. **Governing Law and Venue.** This Agreement shall be construed and governed by the laws of the State of Texas and any applicable federal law. Venue for any action arising under or relating to this Agreement shall be Amarillo, Potter County, Texas.
- f. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes any and all prior oral or written agreements of the parties regarding the Services made the basis of this Agreement. The terms and conditions of the deposit agreements and disclosures, including the Reg E disclosure for all electronic funds transfers, for each of Customer's LSSB accounts as well as Customer's other agreements such as loans, fees and charges, continue to apply notwithstanding anything to the contrary in this Agreement.
- g. **Amendments and Modifications.** This Agreement may be amended or modified only in a writing signed by all parties hereto.
- h. **Binding Effect and Assignment.** Customer may not assign this Agreement without the express written consent of the Bank. This Agreement shall be binding on the parties hereto, and their respective heirs, assigns, and successors in interest.

Lone Star State Bank of West Texas

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: 2599 74th Street

Address: _____

Lubbock, TX 79423

Date: _____

Date: _____