

Stellar Bank Online Banking Agreement

Effective Date: December 10, 2024

E-SIGN Disclosure and Agreement

This E-SIGN Disclosure and Agreement to Electronic Delivery (this “E-SIGN Disclosure”) applies to all legal and regulatory disclosures and communications Stellar Bank (“we” or “us”) may provide related to Customer’s eligible Accounts defined in Section I.A. as well as products and services accessible through our Website (as that term is defined in Section I.A.), both publicly accessible portions of our Website and portions available only to Customers upon log in, and for which you elect to receive delivery from us in electronic form in lieu of receiving such disclosure or communication in writing, in the mail. Our Online Banking Services were designed and built to provide records to you in electronic form. You cannot enroll in any Online Banking Services without agreeing to receive the Stellar Bank Online Banking Agreement and other disclosures delivered through Online Banking Services in electronic form.

If you consent, we may also provide other disclosures in an electronic format. These disclosures may include but are not limited to the following:

- Updates or amendments to our Online Banking Agreement;
- Notice of change in Eligible Account terms;
- Notice of fee changes;
- Responses to any questions you may have about Online Banking Services (including electronic funds transfers);
- Privacy and security notices; and
- Other information related to your Eligible Account(s) with us.

“Electronic Communication(s)” refers to the electronic transmission of any disclosure or communication related to your Eligible Account(s) and/or any product or service that we are required by law to provide to you in writing.

Scope of Communication to be Provided in Electronic Form. When you give your affirmative consent to receive Electronic Communications, you may receive disclosures and communications for all Eligible Account(s), products, and services electronically in lieu of receiving that information in paper format, in physical mail. Electronic Communications may change from time to time. Your consent to receive Electronic Communications applies to all Customer agreements or amendments thereto, including, but not limited to, agreements and amendments containing information we are required by law to provide to you in writing. You may download or print all electronic notices and disclosures from your computer if you have the hardware and software described in the section entitled “Computer Requirements” below. You can also save copies of electronic notices and disclosures to your hard drive or other media for viewing and printing at a later time. The Bank reserves the right to make additional types of Electronic Communications available to you.

Electronic Delivery No Longer Available. Stellar Bank reserves the right to discontinue providing any Electronic Communication in electronic form at any time. If an Electronic Communication will no longer be available, you may request a paper copy. We will notify you of any such change as required by law.

Change in Terms and Termination of Agreement. The Bank reserves the right, in its sole discretion, to change the terms and conditions of this E-SIGN Disclosure at any time, or to discontinue the provision of Electronic Communications. We will provide you with notice of any such change or termination as required by law.

Method of Providing Electronic Communications to You. The Bank may deliver Electronic Communications to you by any of the following methods: (a) by posting a notice and making the information available to you through the Online Banking Service; (b) by sending the information to an email address you have provided to the Bank; or (c) by sending the information to a mobile device you have designated; or (d) to the extent permissible by law, by access to a Website that the Bank will generally designate in advance for such purpose; (e) by requesting you download a Portable Document Format (.PDF) file containing the Electronic Communication; or (f) by any other electronic means we have mutually agreed upon. Delivery of Electronic Communications by any of these methods will be considered "in writing," and you intend that the Electronic Communications have the same legal effect as written and signed paper communications.

Right to Withdraw Consent. You have the right to withdraw your consent to receive Electronic Communications for any of your Eligible Accounts. You may also withdraw consent by calling the Bank at 713-499-1800. Any withdrawal of your consent to receive Electronic Communication will be effective only after we have a reasonable period of time to process your withdrawal. Your subsequent paper format Eligible Account statements and all other paper documents will be sent to the mailing address the Bank has on file for you. If your Eligible Account type requires the receipt of Electronic Communications as a feature of the Account, and you subsequently opt to receive paper instead of Electronic Communication, we may, at our discretion, close your Eligible Account, or change your Eligible Account to a type that offers paper documents.

How To Update Your Records. It is your responsibility to provide us with a true, accurate and complete email address, contact, and other information related to your Eligible Account(s), and to maintain and update promptly any changes in this information. You can update contact information, such as your email address, within the Online Banking Services or by contacting the Bank at 713-499-1800 or by sending us a secure message through the Online Banking Services. You must maintain a valid email address on file with the Bank as a condition of participating in Electronic Communications.

Computer Requirements. To receive and review Electronic Communications, and to view, download and print such Electronic Communications, you will need current browser software and computer software (including a current version of Adobe Acrobat Reader) that is capable of receiving, accessing, displaying, and either printing or storing Electronic Communications received from us. You are responsible for the installation, maintenance, and operation of your computer or electronic device. We are not responsible for any errors or failures from any malfunction of your computer or electronic device, for any virus, other problems or changes that may be associated with the use of your computer or electronic device, including, for example, the cost of your Internet service provider. By accepting this E-SIGN Disclosure, you are also confirming that you have the hardware and software described above, that you are able to receive and review disclosures delivered electronically, and that you have an active email account. You understand and agree that you will maintain all hardware and software necessary to receive, access, view and maintain (including, but not limited to saving and/or printing) any Electronic Communications provided to you.

Requesting Paper Copies. We will not send you a paper copy of any Electronic Communication unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of your Electronic Communication by printing it yourself or by requesting that we mail you a paper copy,

provided that such request is made within a reasonable time after we first provided the Electronic Communication to you. To request a paper copy, contact the Bank at 713-499-1800. There are no fees or charges to access your Electronic Communications. We may charge you a reasonable service charge, of which we've provided you prior notice of in our Schedule of Fees, for the delivery of paper copies of any Electronic Communication. We reserve the right, but assume no obligation (unless you request us), to provide a paper (instead of electronic) copy of any documentation that you have authorized us to provide electronically.

Communication in Writing. All communication in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this E-SIGN Disclosure and any other Electronic Communication that is important to you.

Legal Provisions. You will ensure the confidentiality of your Online Banking User ID and password and you agree to indemnify, defend, and hold harmless the Bank and its successors, assigns, affiliates, officers, employees, directors, and agents against any loss, claims, damages, judgments, awards, legal obligations, costs or expenses, including without limitation, all fees, and expenses of the Bank's counsel based upon, arising out of, or related in any way to your consent to receive Electronic Communication.

Federal Law. You acknowledge and agree that your consent to Electronic Communications is being provided in connection with a transaction that is subject to the federal Electronic Signature in Global and National Commerce Act ("E-SIGN Act), and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Consent Agreement. You hereby give affirmative consent for Bank to provide Electronic Communications to you as described herein. You further agree that your computer complies with the hardware and software requirements specified above and that you have provided us with a current email address to which we may send Electronic Communications for you.

When you click on the "I ACCEPT" button below, you (i) you represent that you have read, understand, and agree to the terms and conditions of this E-SIGN Disclosure and (iii) you consent to receive Electronic Communications. If you do not agree to the terms and conditions of this E-SIGN Disclosure, you must exit enrollment in Online Banking Services and must not select "I ACCEPT."

Stellar Bank Online Banking Agreement

The Stellar Bank Online Banking Agreement, as amended from time to time (this "Agreement"), governs your use of and access to Online Banking Services. Please read this Agreement carefully before accepting it and download, save, and/or print a copy for your records. If you have any questions, you can speak directly with Customer Care by calling 713-499-1800 or visit www.stellar.bank

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I. General

A. Definitions

Account-to-Account Transfer – Means a transfer between your Eligible Accounts held at the Bank and another customer account held at the Bank.

ACH Network – Means the funds transfer system, governed by NACHA Rules, that provides funds transfer services to participating financial institutions.

Bank – Means Stellar Bank

Bill Pay – Is a service available within Online Banking.

Business Customer – Means anyone other than a Consumer who owns an Eligible Account with respect to which the Service is requested primarily for business purposes.

Business Day – Means every Monday through Friday, excluding Federal Reserve holidays and any other day on which the Bank is legally required to be closed.

Chat Service – Means a function of our Online Banking Service which enables you to communicate with a Stellar Bank customer service representative via webpage, and which permits the customer service representative to access and view your active web session along with you, to a limited extent, in order to provide you with live assistance and address your customer service inquiries.

Consumer – Means a natural person who owns an Eligible Account at the Bank and who uses the Eligible Account and/or the Service primarily for personal, family, or household purposes.

Eligible Account – Means an account of yours at the Bank to which we may allow access through the Service under this Agreement, including, without limitation, a checking account, savings account, certificate of deposit ("CD"), individual retirement account ("IRA"), or loan that you have with us.

External Transfer – Means a transfer between an Eligible Account you hold at the Bank and an account you hold at another financial institution.

Funds Transfer – Means a transfer between your Eligible Accounts held at the Bank.

Joint Owner – Means an individual that is an owner of an Eligible Account with the Primary Owner.

Online Banking ID – Means the identifier that you use to access the Service.

Online Banking Services or Service – Means our online banking services available for certain Eligible Accounts that can be accessed through the Website using a personal computer or through our mobile applications using a mobile device, including a smartphone, tablet or any other eligible handheld or wearable communication device.

Owner – Means each person who is a named owner of an Eligible Account as indicated in our records.

Password – Means a password that you use to access the Service. Your Password is different than your PIN.

Payee – Means an individual or entity to whom or which you make payment through the Online Banking Services or the individual or entity from which you receive eBills.

Primary Owner – Means the individual owner who is listed first on the Eligible Account in our records.

Sub-User Administrator – Each Business Customer utilizing ACH Network or wire transfer features must authorize a Sub-User Administrator for managing Owner access to Business Customer accounts accessible through the Service. Sub-User Administrators may be identified in separate agreements.

Third-Party Services – means any product or service which may be offered or provided by a third-party service provider that is not affiliated with Stellar Bank.

Third-Party Provider – means a provider that is not affiliated with Stellar Bank which offers a Third-Party Service.

Vendor – Means any agent, licensor, independent contractor, service provider or subcontractor that the Bank may involve in the provision of the Service.

We, us, and our – Mean Stellar Bank and any agent, independent contractor, service provider, subcontractor, licensor, designee, or assignee that the Bank may involve in the provision of the Service.

Website – Means www.Stellar.bank

You and your – Mean any Owner of an Eligible Account, as well as any Sub-User Administrator that such person allows, subject to the parameters of multiple user access as set forth within the Service.

Other capitalized terms are defined throughout this Agreement.

B. Overview

Under the terms of this Agreement, you may use the Service to obtain financial products and services, access and view account information, and, for certain accounts, move money electronically and perform authorized transactions. From time-to-time Stellar Bank may permit you to use the Online Banking Service to access a Third-Party Service which is offered or provided by a Third-Party Provider.

Access to and use of the Service is subject to this Agreement and also to the following, as applicable:

- terms or instructions appearing on a computer or mobile device screen when enrolling for, activating, accessing or using the Service;
- the Bank's rules, procedures and policies, as amended from time to time, that apply to the Service or any Eligible Account;
- Electronic Fund Transfers disclosure, that apply to the Service or any Eligible Account;

- the Stellar Bank Deposit Agreement (the “Deposit Agreement”); and
- the Stellar Bank Treasury Management Services Agreement.

When you first set up your Online Banking ID, we will link all of your Eligible Accounts and affiliate accounts, including joint accounts. If you open an additional Eligible Account at a later date, we will link your new account to the Service, unless you tell us not to do so. When your Service is linked to one or more joint accounts, we may act on the oral, written or electronic instructions of any Owner.

Please note that some Online Banking Services may not be available when using certain digital devices or applications. For example, some functions may be available online through a personal computer but not available through our mobile applications.

C. Accepting this Agreement

When you accept these terms and conditions, you represent and warrant that you are acting with full authority, and that you are duly authorized to execute this Agreement. After acceptance, this Agreement will be available to you upon request. If you have any questions about this Agreement or would like a copy of it, please contact Customer Care by calling 713-499-1800 or sending a secure message through the Service. You can obtain a paper copy of this Agreement at any time.

When you click on the "I ACCEPT" button below, you agree to be bound by the terms and conditions of this Agreement as well as any terms and instructions that appear on a screen when canceling, activating or accessing the Service. By accepting, you also certify that you are able and willing to accept the electronic version of this document.

If you do not agree to the terms of this Agreement or do not accept the electronic version of this document, select the “I DO NOT ACCEPT” button.

D. Conflicts Between Agreements

If this Agreement conflicts with any other agreements related to your Eligible Account or the Service, or the other agreements include terms that are not addressed in this Agreement, then the other agreements will control and take precedence, unless this Agreement specifically states otherwise. The other agreements will only control with respect to the Eligible Account or the Service with which it is associated, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions of other agreements regarding your Eligible Account or the Service that do not appear in this Agreement will continue to apply.

E. Changes to this Agreement

Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement from time to time and at any time. This may include adding new or different terms, or removing terms from this Agreement. When changes are made we will update this Agreement on the Website. The Website will be updated on or before the effective date of the revised Agreement, unless an immediate change is necessary as required by law or to maintain the security of the Website or for other legal reasons. You will be notified if we revise, modify or otherwise update this Agreement through the Website. Your use of any of the Online Banking Services after the effective date of the new version of this Agreement will constitute your acceptance of the new version of this Agreement.

II. Online Banking Services

Subject to the terms of this Agreement, you may use the Service to access, use, and manage your Eligible Accounts. The types of Service are described generally in this Agreement and more fully on the Website and may change from time to time, at our sole option. You agree and understand that you are solely responsible for acquiring and maintaining a computer or other electronic device that can access the Services and that you are responsible for all costs associated with same. Not all transactions and services are available for all products.

A. Overview

The basic features available through the Service include, without limitation:

- View Eligible Account balances and transactions
- Transfers between your Eligible Accounts
- Consumer External Transfer allows transfers to or from accounts at other financial institutions
- Transfers from your accounts to another person's accounts at Stellar Bank
- View loan balances and make payments to Bank loans
- Use Mobile Deposit to electronically deposit checks into your Eligible Accounts
- Order checks
- Stop payments on checks that you have written
- Transaction downloads into Quicken® and QuickBooks®
- Secure file transfers
- Consumer Personal Financial Management ("cPFM")
- Use Bill Pay to receive eBills from and pay participating Payees
- Enroll for E-Statements for Eligible Accounts
- Receive online banking alerts
- Cancel or stop payment on certain debit transactions
- Electronically dispute transactions
- Exchange secure messages with our Customer Care associates
- Update your profile and contact information
- Manage security settings on your Eligible Accounts
- Consumer *Zelle*®
- Business Sub-User Administration
- Business Payroll

We may add or remove features from time to time.

B. Treasury Management Online Banking Services

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The following additional online features are currently available for Business Customers:

- ACH Credit and Debit Origination
- ACH Blocking
- ACH Positive Pay
- ACH Reverse Positive Pay
- Business Bill Pay
- Wire Transfer Requests
- Positive Pay Check Fraud Protection
- Direct Deposit Originations
- EFTPS (Electronic Federal Tax Payment System)
- NACHA File Imports
- Balance Reporting

These features may be subject to additional terms and conditions. We may add or remove certain features and/or functionality from time to time. Business Customers interested in these services should contact our Treasury Services Department at 1-888-658-7327 for additional information.

C. Online Banking Services for Eligible Accounts

For information regarding specific Online Banking Services that are available for each type of Eligible Account, please refer to the Website. Please note that not all Online Banking Services are available for each type of Eligible Account. Certain Online Banking Services are also available as Mobile Services. Please review Section III, Mobile Banking Services, for information specifically applicable to Mobile Services.

D. Access to Online Banking Services and Your Obligations

You may access your Eligible Accounts through the Website. In order to do so you must have an Online Banking ID, a Password and any other security devices or credentials we may require from time to time along with the required hardware and software as described in this Agreement or on the Website. You must comply with any security procedures and policies we may establish from time to time.

- **Authorized Transactions:** You agree to safeguard your Online Banking ID, Password, other security devices or credentials and your Eligible Account number(s). If you give someone your Online Banking ID, Password and/or other security devices or credentials, you are authorizing that person to use the Online Banking Services in your name, and you are responsible for all transactions the person performs using your Online Banking ID, Password and other security devices or credentials. All transactions performed by that person, even those transactions you did not intend or want performed, are authorized transactions.
- **Log Out:** For your protection, log out after every Online Banking Services session and close your browser to ensure confidentiality.

- **System Maintenance:** At certain times, online access to some or all of your Eligible Accounts may not be available due to system maintenance or circumstances beyond our control. Our Customer Service associates may be contacted Monday – Friday 8:00 a.m. – 5:00 p.m. Central Time at 713-499-1800.

At a Business Customer's written request, the Bank will provide the Business Customer with an Administrative User Name and Password for use in connection with the Online Banking Service. The Business Customer may appoint an individual ("Administrator") with the authority to: (1) determine who will be authorized to use the Online Banking Service and other Services; (2) establish separate passwords for each user; and (3) establish limits on each user's authority to access information and conduct transactions. The Business Customer is responsible for the actions of its Administrator, the authority the Administrator gives others to act on its behalf, and the actions of the persons designated by the Administrator to use the Online Banking Service and any other Services.

E. Mobile Deposit

Mobile Deposit allows you to make deposits to your deposit Eligible Account remotely by making images of checks and transmitting images of such checks to us in compliance with our requirements. If we accept the image for deposit, we will then present the item for payment to the payor bank by presenting the image or converting the image to a substitute check. Unlike traditional check deposits, you retain the original paper check when you use Mobile Deposit. The manner in which these substitute checks or images are presented for payment will be determined by us in our sole discretion.

1. Eligibility for Mobile Deposit

We will determine whether you are eligible for our Mobile Deposit service in our sole discretion. We may suspend or terminate your use of Mobile Deposit at any time and without prior notice to you. If you violate the terms of this Agreement, then we also may use such actions as a basis to terminate your account relationship with us.

2. Mobile Deposit Fees

There is no charge for Mobile Deposit, but other fees, such as for returned items and overdrafts, may apply. See our Schedule of Fees in the Deposit Agreement.

3. Limits

We may impose limits on the dollar amount or number of deposits you make through Mobile Deposit and such limits shall be provided to you when you access Mobile Deposit. We may change such limits at any time at our discretion and any check or checks in excess of the limits that you attempt to deposit may be rejected.

4. Technical Requirements

You agree that in order to use Mobile Deposit, your mobile device must meet the current technical requirements we specify, as such may change from time to time, and you must have access to the Internet. When using Mobile Deposit you may experience technical or other difficulties, including, without limitation, problems with transmission. We are not responsible for the result of such technical or other difficulties. In particular, each image of a check you attempt to deposit using Mobile Deposit must be legible, as determined by us. If your mobile device produces check images that we determine are not of acceptable quality, we may reject your deposit. We are not responsible for 50890.0001 197825v2

problems arising out of your equipment or Internet connections even if you are using equipment that meets our technical requirements.

5. Prohibited Checks

We may decline to accept any image of a check you submit through Mobile Deposit in our sole discretion. Without limiting that discretion, you agree that you will only seek to deposit "checks," as that term is defined in the Federal Reserve's Regulation CC, 12 C.F.R. Part 229. You agree that you will not scan and attempt to deposit any of the following:

- Checks containing alterations to any of the fields on the front of the check;
- Checks that have been previously deposited at another institution via physical item, image or electronic funds transfer;
- Checks from financial institutions located outside of the U.S.;
- Checks that are not payable in U.S. dollars;
- Substitute checks (as defined in the Federal Reserve's Regulation CC, 12 C.F.R. Part 229);
- Travelers checks, savings bonds, money orders or postal money orders;
- Non-negotiable instruments; and
- Checks that have been identified as ineligible for mobile deposit

6. Your Representations and Warranties

Each time you photograph and submit check images of the front and back of the original check for deposit through Mobile Deposit, you represent and warrant that:

1. Each check image is a complete and accurate representation of the front and back of a negotiable check;
2. The image is NOT of any of the prohibited items listed in Section II.E.5 above;
3. Each check image satisfies our image quality standards, as specified by us from time to time;
4. The original check used to create the image has not been previously deposited, cashed, duplicated or used to create another image or electronic fund transfer; and
5. The original check or an image created from the original check will not in the future be deposited, cashed, duplicated or otherwise used to create another image or electronic fund transfer.
6. No subsequent transferees of your check image, or any substitute check created from your check image, including but not limited to The Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the check image or substitute check was presented for payment or returned instead of the original paper check. Each time you scan or photograph and submit check images for deposit through Mobile Deposit, you also make all the warranties set forth in and subject to the terms of Section 4A-207 of the Texas Uniform Commercial Code (UCC) for the image as if it were an item subject to the terms of the UCC, including: (i) you are entitled to enforce the image; (ii) all signatures on the image are authentic and authorized; (iii) the image has not been altered; (iv) the image is not subject to a defense or claim in recoupment of any party which can be

asserted against you; (v) you have no knowledge of any insolvency proceeding commenced with respect to the maker or acceptor or, in the case of an unaccepted image, the drawer. In addition to these warranties, you covenant that you will comply with this Agreement and applicable law.

7. Indemnification

In addition to the other indemnification provisions set forth in this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all claims, demands damages, liabilities, expenses (including reasonable attorneys' fees) or other loss that arises from or relates to your use of Mobile Deposit or your breach of the representations, warranties or covenants set forth in this Section II.E, including, without limitation, your attempt to duplicate the presentation of a check image via presentation of the original check or an image or substitute check derived from the original check and any liability that we may incur for processing an image or substitute check rather than the original paper check.

8. Endorsement

For any check deposited as an image through Mobile Deposit, you must ensure that the check is properly endorsed before you photograph the check. A proper endorsement must include the customer(s) endorsement and the phrase "For **Mobile Deposit Only at Stellar Bank**". We may, in our sole discretion, reject for deposit any check that we receive that is not properly endorsed.

9. Receipt of Check Image

We are not responsible for check images we do not receive or that are dropped during transmission. A check image will be deemed received by us only when we provide an online confirmation receipt to you that we have received your check image. When we confirm receipt of your check image, the image will still be subject to review before we present it for payment and may still be rejected by us for any reason in our sole discretion. A confirmation is not a representation, warranty or other indication that the check image will be presented for payment or will be honored by any paying bank. If we reject a check image received through Mobile Deposit, then you may submit the original check by mail to us for processing unless we instruct you otherwise. If you do submit the original check for processing, we reserve the right to refuse to process it.

10. Retention of Original Check

Once your check image has been credited to your account, you must retain the original check for sixty (60) days; and then destroy it or mark it "VOID" or in some other way as to prevent its negotiation. You may not present the original check or any image or substitute check created from the original check for payment at any other financial institution. During this 60-day period, you must store the original paper check securely using precautions at least as secure as those you would use to protect a blank check and you must make the original paper check available to us for review at any time and as necessary for us to facilitate the check collection process, to address third-party claims, or for our own audit purposes. Should you fail to produce the original paper check, you authorize us to deduct the amount of the check in question from your account, regardless of whether such action may cause your account to not have sufficient funds, and to pay any associated fees.

11. Return Items

You understand that we may convert items you deposit through Mobile Deposit into substitute checks, images, or ACH entries. As a result, in the event that your item is returned unpaid, you will

only receive a copy of the substitute check or image, or in the case of ACH entries, the Automated Clearinghouse information.

12. Funds Availability

We generally apply the Funds Availability Schedule found in the Deposit Agreement to check images received through Mobile Deposit as if we had received the original paper check. However, in addition to the exceptions specified in the Funds Availability Schedule, we may delay availability of funds from any deposit you make through Mobile Deposit at any time in our sole discretion, including due to any concern we may have regarding our ability to collect based upon any check image that you present.

13. Acceptable Use of Mobile Deposit

You must fully comply with the terms of this Agreement and all applicable law when you use Mobile Deposit. If you breach any of the terms of this Agreement, we may immediately terminate your authority to use Mobile Deposit.

14. No Warranty

YOUR USE OF MOBILE DEPOSIT IS AT YOUR SOLE RISK. MOBILE DEPOSIT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO MOBILE DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

15. Limitation of Liability

We will not be liable for any direct, special, indirect punitive or consequential damages, including, without limitation, lost profits or revenues resulting from your use of, or inability to use, Mobile Deposit, even if we are advised in advance of the possibility of such damages.

F. External Transfer

1. Overview

You may be eligible to separately enroll for the External Transfer service. External Transfer allows you to transfer funds between your enrolled Eligible Accounts and certain deposit accounts at other financial institutions. An inbound External Transfer moves funds from an account at another financial institution into an Eligible Account. An outbound External Transfer moves funds from an Eligible Account to an account at another financial institution outside of the Bank.

Please refer to the Schedule of Fees for information regarding any fees for making an External Transfer. Fees and daily limits are subject to change.

2. Enrollment

You will need to enroll each of your non-Stellar Bank accounts that you wish to use for External Transfer. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of External Transfer will be verified in accordance with our procedures as in effect at such time. The verification process must be completed prior to your using the External Transfer service. You will have 14 days after enrolling an account to complete the verification process. Verification instructions are displayed to you during the enrollment process.

3. Funds Availability

Inbound External Transfers will be credited to and available in your Eligible Account when we receive and process the funds from the transferring bank. Outbound External Transfers will be debited from your Eligible Account the day the transfer is processed, which will generally be the day of the transaction if the transaction is made by 5:00 p.m. Central Time and the following Business Day if the transaction is made after 5:00 p.m. Central Time. Funds requested to be transferred will be debited/credited to your enrolled account at the other financial institution according to such institution's availability and transaction processing schedule.

4. Cancellation of External Transfers

A request for an immediate, one-time External Transfer cannot be canceled. Future dated and recurring External Transfers can be canceled by 4:00 p.m. Central Time on the Business Day prior to the scheduled transfer date. If the External Transfer status is "In Process," "Pending" or "Processed," you cannot cancel the transfer.

G. Funds Transfer Between Your Eligible Accounts

1. Overview

You may use the Service to transfer funds between your Eligible Accounts, which we refer to as a "Funds Transfer," on either a one-time or recurring basis, including as a payment to an installment loan or mortgage at the Bank. Please refer to the Schedule of Fees for information regarding any fees for making a Funds Transfer. Fees and daily limits are subject to change.

2. Funds Availability

One-time Funds Transfers may be made at any time and are immediately debited from an Eligible Account's available balance or a credit account's available credit. Future dated or recurring Funds Transfers scheduled for a weekend or a non-Business Day will be debited from the funding account on the prior Business Day. All other scheduled and recurring Funds Transfers will be debited from the funding account at the beginning of the Business Day requested.

Funds will generally be available in the receiving account on the same Business Day if the transfer is made by 8:00 p.m. Central Time and the following Business Day if the transfer is made after 8:00 p.m. Central Time.

3. Cancellation of Funds Transfers

Future scheduled and recurring Funds Transfers can be canceled by 4:00 p.m. Central Time on the Business Day prior to the date the transfer is scheduled to be made. A one-time immediate Funds Transfer cannot be canceled after it has been submitted.

The best way to cancel a future scheduled or recurring Funds Transfer is through the Activity Center. The Activity Center reflects transaction history and transactions that are scheduled within the system, including one-time or recurring transfers. Scheduled transactions may be modified or canceled only prior to processing.

H. Account-to-Account Transfer

1. Overview

You may use the Service to transfer funds from an Eligible Account to an account at the Bank that is owned by a different customer, which we refer to as an "Account-to-Account Transfer," on either a

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one-time or recurring basis. To make an Account-to-Account Transfer, you must first obtain the Payee's account number from the Payee. Please refer to the Schedule of Fees for information regarding any fees for making an Account-to-Account Transfer. Fees and daily limits are subject to change.

2. Funds Availability

One-time Account-to-Account Transfers may be made at any time and are immediately debited from an Eligible Account's available balance. Future dated or recurring Account-to-Account Transfers scheduled for a weekend or a non-Business Day will be debited from the funding account on the prior Business Day. All other scheduled and recurring Account-to-Account Transfers will be debited from the funding account at the beginning of the Business Day requested.

Funds will generally be available in the receiving account on the same Business Day if the transfer is made by 8:00 p.m. Central Time and the following Business Day if the transfer is made after 8:00 p.m. Central Time.

3. Cancellation of Account-to-Account Transfers

Future scheduled and recurring Account-to-Account Transfers can be canceled by 4:00 p.m. Central Time on the Business Day prior to the date the transfer is scheduled to be made. A one-time immediate Account-to-Account transfer cannot be canceled after it has been submitted.

You may modify or cancel a future scheduled or recurring Account-to-Account Transfer through the Activity Center. The Activity Center reflects transaction history and transactions that are scheduled within the system, including one-time or recurring transfers. Scheduled transactions may be modified or canceled only prior to processing.

I. Bill Pay

Your use of Bill Pay is subject to your agreement to the Bill Pay Terms and Conditions, which will be presented to you at the time of enrollment.

J. Optional Zelle® Service

Your use of the optional Zelle® Service is subject to your agreement to the Zelle® Terms of Service Addendum, which will be presented to you at the time of enrollment. Bank has partnered with the Zelle® Network ("Zelle®") to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle® (each a "User") using aliases, such as email addresses or mobile phone numbers (the "Zelle® Service" or "Zelle® Services"). Financial institutions that have partnered with Zelle® are referred to as "Network Banks." Zelle® provides no deposit account or other financial services. Zelle® neither transfers, nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transmitted by a Network Bank.

K. Payment Services Shared Terms

1. Vendors

We use one or more unaffiliated Vendors to act on our behalf in maintaining, servicing and processing payment instructions related to Bill Pay and other payment services available through the Service. However, we are the sole party liable to you and any third party for any payments or transfers conducted using the Service. You agree that we have the right under this Agreement to delegate to Vendors all of the rights and performance obligations that we have under this

Agreement, and that the Vendors will be third-party beneficiaries of this Agreement and will be entitled to all the rights and protections the terms of this Agreement provide to us. We and our Vendors may share with each other information about you and your Eligible Account for the purpose of providing the Service, including making payments, and obtaining repayment of advances and payment of fees and expenses. All of our Vendors are required to implement appropriate measures to protect the privacy and security of your non-public personal information. Bill Pay payments processed as paper checks (other than laser drafts) may show that they are drawn by our Vendor rather than by you or the Bank.

2. Receipts and Transaction History

You may view your transaction history by logging into the Website and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

3. Service Fees and Additional Charges

You are responsible for paying all fees associated with your use of the Service. Any applicable fees will be disclosed in the Schedule of Fees, in this Agreement and/or within our Deposit Agreement. There may also be charges for additional transactions and other optional services. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the amount of the fee from your Eligible Account. Additional fees may apply for Business Customers enrolled in our commercial online banking services. **YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT,** except for those fees that are specifically use-based, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Account for these amounts and any additional charges that may be incurred by you. Any Bank fees associated with your designated Eligible Account (or other accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 8 of these Payment Services Shared Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit your Eligible Account for such fees and there are insufficient fees in your designated Eligible Account.

4. Notices to You

You agree that we or our Vendor may provide notice to you by posting it on the Website, sending you an in-product message within the Service, emailing it to an email address that you have provided, mailing it to any postal address that you have provided, or by sending it as a text message to any mobile phone number that you have provided, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile.

5. Taxes

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

6. Intellectual Property

All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us, the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Website through which the Service is offered, the technology related to the Website, the Service and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

7. Acceptable Use

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Vendors have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Vendors to lose any of the services from our Internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section VIII (Other Terms and Conditions) of any violations of this Agreement generally.

8. Failed or Returned Payment Instructions

In using Bill Pay and/or other functions of the Service, you are requesting that we or our Vendor attempt to make payments for you from your Eligible Account. Your payment instruction may not be completed, including, for example, if there are insufficient funds in your Eligible Account or the payment would exceed the credit or overdraft protection limit of your Eligible Account. In certain circumstances, our Vendor may either advance funds drawn on their corporate account or via an 50890.0001 197825v2

electronic debit, and in such circumstances will attempt to debit the Eligible Account a second time to complete the payment instruction. In some instances, you will receive a return notice from us or our Vendor. In each such case, you agree that:

- a. You will reimburse our Vendor immediately upon demand the amount of the Payment overdraft credits associated with, your Eligible Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Vendor or their third-party contractor if the payment instruction cannot be debited because you have insufficient funds in your Eligible Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Vendor to deduct all of these amounts from your designated Transaction Account, including by ACH debit; and into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.
- c. Vendor is authorized to report the facts concerning the return to any credit reporting agency.

9. Privacy of Others

If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

10. Conflicts

If any provision of these shared payment terms conflict with any provision of this Agreement or the Deposit Agreement, then these shared payment terms control with respect to any aspect of the Service.

L. Online Banking Automatic and Subscription Alerts

We may automatically send you email and/or text alerts based on your preferences when certain changes or other events occur such as when you change your Password or when a recurring transfer begins processing ("Automatic Alerts"). These Automatic Alerts help us to protect the security of your Online Banking Services. Subscription Alerts: You may choose to sign up to receive certain email and/or text alerts related to your Alerts Eligible Account such as Eligible Account balances or when you have non-sufficient funds in your Eligible Account ("Subscription Alerts"). The following apply to both Automatic Alerts and Subscription Alerts:

- While we do our best to provide timely Alerts with accurate information, you understand and agree that your Alerts may be delayed or prevented by a variety of factors that are outside our control. We do not guarantee the delivery or the accuracy of Alerts. We are not liable for any delays, failure to deliver, or misdirected delivery of any Alert; for any errors in the content of an Alert; or for any actions taken or not taken by you or a third party in reliance on an Alert.
- We do not include your Password or full account number in Alerts. You acknowledge and agree that Alerts are sent to you without being encrypted and that they may include your name and some information about your Eligible Account(s). Depending on the Alert,

information such as your Eligible Account balance, Payee names, or transaction amounts may be included. Anyone with access to your email will be able to view the content of these Alerts.

- We provide all Alerts as a courtesy to you, and they are for informational purposes only. We reserve the right to terminate Alerts at any time without prior notice to you.

M. Account Aggregation Service Terms of Use

These Account Aggregation Service Terms of Use (“AAS Terms”) will govern your use of the account aggregation service made available to you by the Bank. These AAS Terms are a supplement to the other sections of this Agreement and to any other existing agreement that you have with the Bank, its subsidiaries, or its affiliates. **The account aggregation service is provided as a convenience and should not be considered a substitute or replacement for account statements or other documentation provided by the Bank or other third-party account providers. Please consult your official account statements for information regarding your account balances, transactions or investments.**

1. Acceptance of Terms

By aggregating accounts and other financial assets and liabilities, you consent to and agree to be bound by these AAS Terms. If you do not accept these AAS Terms, you will not be entitled to use the account aggregation service.

2. Adding Accounts, Assets and Liabilities

a. Accurate Information

You represent and agree that all information you provide in connection with the account aggregation service is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third-party sites which you include or access through the account aggregation service, and that you have the authority to (i) designate us and our Vendors as your agent, (ii) use the account aggregation service, and (iii) give us and our Vendors, the passwords, usernames and all other information you provide.

b. Agent Relationship

You grant us and our Vendors the right to access information at third-party sites on your behalf. You authorize us and our Vendors to use such information, including data, passwords, usernames, PINs, personally identifiable information or other content you provide through the account aggregation service, to retrieve data on your behalf for purposes of providing the account aggregation service. Third-party sites shall be entitled to rely on the authorization granted by you or through your account. You understand and agree that the account aggregation service is not sponsored or endorsed by any third-party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN WE OR OUR VENDORS ACCESS AND RETRIEVE INFORMATION FROM THIRD-PARTY SITES, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD-PARTY SITES.**

c. Third-Party Accounts

With respect to any third-party sites we may enable you to access through the account aggregation service or with respect to any non-financial institution accounts you include in the account aggregation service, you agree to the following:

- You are solely responsible for maintaining the confidentiality of any username, password or other access credential necessary to access the account aggregation service. Further, you are responsible for all activities that occur in connection with such access credentials, including use of the account aggregation service, all instructions electronically transmitted, or any data or information obtained using your access credentials. Neither we nor our Vendors shall be under any duty to inquire as to the authority or propriety of any instructions given to us or our Vendors by you or via your access credentials and shall be entitled to act upon any such instructions, and neither we nor our Vendors shall be liable for any loss, cost, expense or other liability arising out of any such instructions. Accordingly, you should take steps to protect the confidentiality of your access credentials. As an authorized user of the account aggregation service, you accept full responsibility for the monitoring of your accounts. **YOU AGREE TO NOTIFY US IMMEDIATELY IF YOU BECOME AWARE OF ANY UNAUTHORIZED ACTIVITY, DISCLOSURE, LOSS, THEFT OR OTHER UNAUTHORIZED USE OF YOUR ACCESS CREDENTIALS. YOU AGREE TO COOPERATE WITH US IN ANY INVESTIGATION AND AGREE TO TAKE CORRECTIVE MEASURES TO PROTECT YOUR ACCOUNTS FROM FURTHER FRAUDULENT ACTIVITY.**
- You are solely responsible for all fees charged by the third party in connection with any non-financial institution accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that the terms of this Agreement do not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non-financial institution account, you agree to direct these to the account provider.
- Any links to third-party sites that we may provide are for your convenience only, and we nor our Vendors sponsor or endorse those sites. Any third-party services, which you may be able to access through the account aggregation service, are services of the listed institutions and they are solely responsible for their services to you. Neither we nor our Vendors have responsibility for any transactions or inquiries you initiate at third-party sites and are not liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.

d. Limitations of Account Aggregation Service

When using the account aggregation service, you may incur technical or other difficulties. Neither we nor our Vendors are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the account aggregation service is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our Vendors reserve the right to change, suspend or discontinue any or all the account aggregation service at any time without prior notice.

e. Termination

YOU MAY TERMINATE YOUR USE OF THE ACCOUNT AGGREGATION SERVICE BY DELETING ALL EXTERNAL ACCOUNTS YOU HAD PREVIOUSLY ADDED, AS WELL AS ASSETS OR LIABILITIES ENTERED BY YOU INTO THE ACCOUNT AGGREGATION SERVICE. YOU MAY NOT DELETE YOUR ACCOUNTS.

f. Use of Aggregated Data and Privacy

We and our Vendors may use the data you aggregate to market other Bank products and services, and for other permissible business purposes. Any existing privacy or marketing preferences you have with us will not be impacted when you use the account aggregation service.

Anonymous, aggregate data, comprising of financial account balances, other financial account data, or other available data that is collected through your use of the account aggregation service, may be used by us and our Vendors to conduct certain analytical research, performance tracking and benchmarking. Our Vendors may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. **YOUR PERSONALLY IDENTIFIABLE INFORMATION WILL NOT BE SHARED WITH OR SOLD TO THIRD PARTIES.** Except as otherwise provided herein, we or our Vendors may store, use, change, or display such information or create new content using such information.

g. Disclaimer

The account aggregation service is not intended to provide legal, tax or financial advice. The account aggregation service, or certain portions and/or functionalities thereof, are provided as strictly informational in nature and with the understanding that neither we or our Vendors are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal, financial or other professional advice is required, the services of a competent professional should be sought. We and our Vendors specifically disclaim any liability, loss, or risk which is incurred as a consequence, directly or indirectly, of the use of the account aggregation service. Further, we and our Vendors are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of the account aggregation service or any materials or information accessible through it. Past performance does not guarantee future results. We and our Vendors do not warrant that the account aggregation service complies with the requirements of FINRA or any other organization.

h. Text Messages, Calls and/or Emails to You

By providing us with a telephone number (including a mobile telephone number) and/or email address, you consent to receiving calls from us and our Vendors at that number and/or emails from us and our Vendors at that email address for everyday business purposes (including identify verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us or our affiliates, Vendors and agents. You further consent to receiving text messages from us at that number, and/or emails from us for marketing purposes in connection with the Service and consistent with our Privacy Policy. Please review our Privacy Policy for more information.

N. Stop Payments

The stop payment feature available through the Service provides a means for you to securely forward your stop payment requests to us for processing. The stop payment feature is only for stopping payments on checks that you have written.

Stop payment requests received through the Service are immediately applied to your Eligible Account and stop payment fees assessed. If the item has already been posted to your Eligible Account, a message will appear, and the stop payment will not be placed.

A bill payment may be modified or cancelled, any time prior to the cutoff time on the scheduled processing date. The ability to process a stop payment request for a bill payment will depend on the payment method and whether or not a check has cleared. If you desire to stop a bill payment processed as a check and the check has not cleared the bank, log in to the Online Banking System and place the stop payment from the bill payment transaction history within Bill Pay.

If you want to place a stop payment on an ACH transaction, a draft, or a temporary check, you must call 713-499-1800 and speak with a customer service representative.

There is typically a stop payment fee associated with this feature. Please refer to the Schedule of Fees, for additional information or contact us at 713-499-1800. Additional terms of acceptance or disclosures may apply on the stop payment service and these disclosures will be made at the time you complete the request. Additional information on stop payments is available on the Website and/or within the Service.

O. Secure Messages and File Transfers

The secure messaging system available through the Service provides you with a secure way to correspond with us, send us documents and submit requests, including requests for address changes, documents or check reorders. When you use the Service to send us a secure message, the content of your message will be transmitted using technology intended to protect your privacy. Generally, requests received through the Service's secure messaging system will be processed within one (1) to two (2) Business Days. An electronic message that is sent to us outside of the secure messaging system may not be processed within the same time frame (if at all). For urgent requests, we recommend that you call us at 713-499-1800.

We are not responsible for any information or document sent by you through an electronic system other than the secure messaging system available through the Service.

P. Equipment and Software Requirements

You are responsible for obtaining, maintaining, and operating your own equipment and software used to access and perform Online Banking Services including but not limited to transactions and payments. We will not be responsible for any failure or errors resulting from the malfunction of your equipment or software.

III. Mobile Banking and Text Banking Services

A. Overview

This Section III sets forth additional terms and conditions that shall apply if you use an Eligible Mobile Device to access our Mobile Services. Except where modified by this Section III, all terms and conditions set forth in this Agreement remain in effect. If there is a conflict between the terms of this Section III and any other agreement entered into between you and the Bank, the terms of this Section III shall govern your use of the Mobile Services.

B. Definitions

Eligible Mobile Device – Means (a) with respect to a Mobile App, a data-enabled cellular phone, tablet or other recognized mobile device that runs a Bank-supported version of the Android, Windows Phone, Kindle, or Apple iOS platform, and (b) with respect to the Mobile Web, any cellular phone or other recognized mobile device that we support with the capability to access the Internet.

Mobile App – Means the Bank software application available for download on Eligible Mobile Devices, through which Mobile Services may be accessed.

Mobile Services – Means the Services available to Eligible Accounts through the Mobile Web and Mobile App.

Mobile Web – Means the mobile-optimized version of the authenticated portions of the Website, through which Mobile Services may be accessed.

Software – Means (a) all software elements and peripherals, (b) related documentation and services, and (c) all upgrades and updates that replace or supplement the foregoing, as existing in the Mobile Web and the Mobile App. We reserve the right to change the Software at any time without prior notice.

Tablet App – Means the Bank’s software applications available for download on Eligible Mobile Devices, through which Tablet Services may be accessed.

C. Text Banking Services

“Text Banking” permits you as a Bank customer to perform certain banking functions on your Eligible Account using only the SMS text message feature on your Eligible Mobile Device. For Text Banking, you understand that you will need a SMS text message enabled Eligible Mobile Device to use the SMS text message feature. You also understand that you do not need Internet access on your Eligible Mobile Device to use the SMS text messaging feature. For Text Banking, your mobile service provider’s standard messaging rates apply to SMS text message correspondence. Bank does not charge for any content; however, downloadable content may incur additional charges from your mobile service provider. Please contact your mobile service provider for information about your messaging plan. Your mobile service provider may impose message or charge limitations on your mobile account that are outside of our control. All charges are billed by and payable to your mobile service provider.

By entering your phone number you acknowledge that you agree to these Text Banking provisions and are subscribed until you sent **STOP** to 226563. Text Banking works with: AT&T, Boost Mobile, Sprint PCS, T-Mobile, U.S. Cellular, Verizon Wireless, Virgin Mobile and select regional carriers within ACG, Interop Technologies, and ClearSky Technologies, but is not compatible with all handsets. T-Mobile is not liable for delayed or undelivered messages. You confirm that you hold the account corresponding to the mobile phone number you have enter, or that you have the Eligible Account holder’s permission to use the Text Banking service. For help, send **HELP** to 226563. To cancel, text **STOP** to 226563 at any time. For support, please email or call Bank at 713-499-1800.

ENABLING ACCOUNTS FOR TEXT BANKING:

You will need to both enable and provide nicknames for your Eligible Accounts to use Text Banking. These changes can be made on the “Account Preferences” page.

TEXT BANKING PHONE NUMBER:

Send any of the commands below to **226563**. For easier access and added security, please add this code to your contacts.

TEXT BANKING COMMANDS:

BAL - provides balances for all accounts that are enabled for Text Banking

BAL account nickname - provides the balance for the specified account. Example: BAL acct1

HIST account nickname - provides account history for the specified account. Example: HIST acct1

XFER account nickname1 account nickname2 amount - transfer the specified amount from account 1 to account 2. Example: XFER acct1 acct2 100.00

LIST - sends a list of text banking commands

HELP - sends a list of contact points for Stellar Bank

STOP - stops all further text message communications

HOW TO OPT-OUT:

To opt-out of Text Banking, text STOP to 226563. An unsubscribe message will be sent to your number confirming the cancellation, but no more messages will be sent after that.

SUPPORTED CARRIERS:

Alltel, Appalachian Wireless, AT&T, Bluegrass Cellular, Boost Mobile, Cellcom, Cellular South, Centennial Wireless, Cincinnati Bell, GCI, Immix Wireless, Inland Cellular, IV Cellular, Nex-Tech Wireless, Nextel Communications, nTelos, Revol Wireless, Sprint PCS, T-Mobile, U.S. Cellular, United Wireless, Verizon Wireless, Virgin Mobile, and West Central Wireless.

For support, please contact us. The Bank's "out-of-band" text authentication services are subject to the terms of this Agreement and also the "Online Banking Out-of-Band Authentication SMS Text Message Agreement."

D. Optional Digital Wallet Services

1. Generally

This section of the Agreement governs your election to use eligible debit or credit cards issued by Stellar Bank (each, a "Payment Card") when you add, attempt to add, or keep a Payment Card in a third-party digital wallet ("Digital Wallet" or "Wallet") on any mobile device that supports the Wallet (the "Digital Wallet Service"), in the event that the Digital Wallet Service is offered by Bank as part of the Bank's Mobile Banking Services. Using the Digital Wallet Service constitutes your assent to and acceptance of the terms and conditions contained herein. If available, information about the optional Digital Wallet Services, including information about Digital Wallet providers, links to specific Digital Wallet providers' product pages and instructions for provisioning Payment Cards may be found at the Bank's website at: www.stellar.bank.

2. Relationship to Your Digital Wallet Provider

A Digital Wallet is a service offered exclusively by your Digital Wallet provider (e.g., Apple, Inc., Google, LLC, or Samsung) using devices deemed eligible by your Digital Wallet provider. A Digital Wallet is a registered trademark of your Digital Wallet provider. Bank does not own, operate, or control any Digital Wallet and is not responsible for any service provided to you by your Digital Wallet provider or by any third party engaged by your Digital Wallet provider. Bank is not responsible for any information or other services provided to you by your Digital Wallet provider or any other third parties associated with any Digital Wallet. Bank is not liable for any failure or performance of any Digital Wallet or any third party's products or services. You understand that your Digital Wallet provider, your wireless carrier, and other third-party websites or services integrated in any Digital Wallet have their own third-party agreements and you are subject to those third-party agreements when you give them your personal information, use their services, or visit their respective sites or mobile applications. It is your responsibility to read and understand the third-party agreements before creating, activating, or using a Mobile Card (as that term is defined below) in a Digital Wallet. Bank is not responsible for, and does not provide, any support or assistance for any third-party hardware, software, or other products or services (including any Digital Wallet or your Supported Digital Wallet Device, as defined below). If you have any questions or issues with a third-party product or service, including issues pertaining to the operation of your Supported Digital Wallet 50890.0001 197825v2

Device, please contact the appropriate third party in accordance with that third party's procedures for customer support and assistance. If you have any questions or issues pertaining to any Digital Wallet (other than questions or issues specific to the use of a Mobile Card), you should contact your Digital Wallet provider.

3. Relationships to Other Bank Agreements

Your enrollment in the Digital Wallet Service does not impact any other agreement Bank has with you. The terms of use for your Payment Card which were provided to you when your Payment Card was issued, and as amended from time to time, remain in full force and effect regardless of whether or not you use the Digital Wallet Service. Your cardholder agreements with Bank may contain arbitration provisions which also apply to your use of your Payment Card through the Digital Wallet Service. For the avoidance of doubt, any transaction you make with your enrolled Bank Payment Card using the Digital Wallet Service will be considered the same as if you had presented your physical Payment Card in person to conduct the transaction and all applicable fees and interest will apply per the terms of your cardholder agreement with Bank.

4. Payment Card Eligibility

Bank reserves the right to restrict the use of certain Payment Card types within the Digital Wallet Service. In order for Bank to authorize your use of your Bank-issued Payment Card within the Digital Wallet Service, your Payment Card must be an eligible Payment Card type, your Payment Card and the underlying Eligible Account must be in good standing, and you must not be restricted from using the Digital Wallet Service based upon any limitations imposed by your Digital Wallet provider, your wireless service provider, and/or any third party associated with your Digital Wallet.

5. Mobile Device Eligibility

The Digital Wallet Service enables you to create virtual representations of your Payment Cards (collectively, "Mobile Cards") on an Eligible Mobile Device to make (i) contactless payments at merchants' contactless-enabled point-of-sale terminals or readers that accept contactless payments using a virtual representation of your Payment Card (in lieu of presenting your physical Payment Card), and (ii) in-app or other digital commerce payments at merchants participating in the Digital Wallet Service. You are required to have an Eligible Mobile Device (a "Supported Digital Wallet Device") in order to use this service. Your Digital Wallet provider, in its sole discretion, determines which Eligible Mobile Devices are eligible to be used with the Digital Wallet. Mobile Devices which have been unlocked in an unauthorized fashion ("jail-broken") or otherwise modified are not eligible to use the Digital Wallet Service. You acknowledge that use of an ineligible Mobile Device with the Digital Wallet Service is expressly prohibited, constitutes a breach of these terms, and is grounds for Bank to temporarily suspend, permanently terminate, or otherwise deny further access to your Payment Card in the Digital Wallet Service. Bank is not liable to you for the effects (third party or otherwise) of such termination or suspension.

6. Use of Your Mobile Cards

When you select a Payment Card to use with the Digital Wallet Service, certain account information for the Payment Card will be transmitted to and stored according to the Digital Wallet and payment card network procedures and systems for the Supported Digital Wallet Device to facilitate your participation in the Digital Wallet Service. Once the account information for a Payment Card has been stored in accordance with the Digital Wallet procedures, it is represented by a Mobile Card within the Digital Wallet function. By selecting a Mobile Card reader, or using that Mobile Card for an in-app purchase, you are authorizing the payment for the merchant's products or services with that

Mobile Card through the Digital Wallet Service. To complete transactions above a certain dollar amount, merchants may require presentation of a physical companion card or a government-issued form of identification for inspection to authenticate your identity. Once created, a Mobile Card may work even if you do not have wireless service. Your Digital Wallet may also allow you to view recent purchase transactions made by you with your Payment Card. Please note that some of the listed transactions may be pending charges, which are temporary and are subject to change (for instance, pre-authorizations at restaurants and hotels). Your Digital Wallet may provide you with the option and ability to turn off this purchase transaction reporting for each Mobile Card. For additional card account information, you can log into your Online Banking Services or Mobile Banking Services, or call the number on the back of your Payment Card. Purchases or other transactions you make with any of your Payment Cards are governed by the cardholder agreement for the Payment Card you used to create your Mobile Card. If a problem arises with the product or service you purchased through use of the Mobile Card, you first should try to resolve the problem directly with the merchant, but you may also have rights under your cardholder agreement or otherwise under applicable law.

7. Fees

Bank does not currently charge any fees for using the Digital Wallet Service. You should read your Eligible Account Agreement and applicable schedules and disclosures for any applicable fees, interests, or other charges associated with your Eligible Account. You understand that your third-party agreements may, however, contemplate fees, limitations, and restrictions which might affect your use of any of your Mobile Card(s) (such as data usage or text messaging charges imposed on you by your wireless carrier). You agree you are solely responsible for all such fees and agree to comply with such limitations and restrictions. Bank reserves the right to institute charges for Eligible Account access or for additional transactions or features in the future, but only after written and/or electronic notification to you in accordance with applicable law.

8. Suspension; Cancellation

Bank reserves the right, for any reason, to discontinue offering or supporting any Mobile Card and/or the Digital Wallet Service. Except as otherwise required by applicable law, Bank may block, restrict, suspend or terminate your use of any Mobile Card at any time without notice and for any reason, including if you violate the terms of this Agreement or any of your cardholder agreements, if Bank suspects fraudulent activity, or as a result of the cancellation or suspension of your Payment Card account. You agree that Bank will not be liable to you or any third party for any block, suspension, cancellation, or termination of your use of any Mobile Card. Bank may disqualify a Mobile Card or discontinue providing any services to any individual suspected of violating the terms of this Agreement or the third-party agreements related to your Digital Wallet or the Digital Wallet Service in its sole and absolute discretion. Bank also cautions you that ANY ATTEMPT BY AN INDIVIDUAL OR ENTITY TO DELIBERATELY INTERFERE, INTERRUPT, MODIFY, AUDIT, ASSESS, RE-ENGINEER, OR DAMAGE ANY ASPECT OF A MOBILE CARD OR THE DIGITAL WALLET SERVICE OR UNDERMINE THE LEGITIMATE OPERATION OF A MOBILE CARD OR THE DIGITAL WALLET SERVICE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND BANK RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY INDIVIDUAL OR ENTITY RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. You may remove one or more of your Mobile Cards from your Digital Wallet at any time by following the instructions in your Digital Wallet or by calling the number on the back of your Payment Card.

9. Electronic Contact

In addition to communications you expressly consent to elsewhere in this Agreement, you expressly consent to receive phone calls, text messages, push notifications, and emails related to the Digital Wallet Service from Bank and any Bank third-party service provider at any phone number (including any mobile phone number) and email address you have provided to Bank or any Bank third-party service provider. Such phone calls and text messages may include auto-dialed phone calls and text messages, prerecorded phone calls and text messages, or both. If you change any phone number you have provided to Bank or any Bank third-party service provider, for any reason, you agree to immediately notify Bank to ensure that the above communications are not interrupted or inadvertently delivered to another recipient who may be reassigned your prior phone number. You may change your phone number by updating your phone number in within online banking].

10. Data Privacy

When creating your Mobile Card, Bank collects certain information from your Digital Wallet provider to verify your identity, enable you to use a Mobile Card, and facilitate your participation in the Digital Wallet Service. You authorize Bank to collect, use and share your information in accordance with the applicable Bank privacy policies, as they may be amended from time to time. To facilitate your participation, you acknowledge and agree that Bank may make certain account information relating to each Payment Card you have selected to use with the Digital Wallet Service available for display, including your most recent transaction data, but not your full Payment Card account number. You may have the ability to decline to have the transaction data made available for display and still use the Digital Wallet Service, but you must follow the instructions for doing so in your Digital Wallet. You agree that Bank may also collect and use technical data and related information, including, but not limited to, technical information about your Supported Digital Wallet Device, gathered periodically to facilitate the updates to Bank's services. Bank may use this information, as long as it is in a form that does not personally identify you, to improve Bank's products or to provide services or technologies to you. You understand and acknowledge that third parties, such as your Digital Wallet provider or Payment Card networks will have access to certain details regarding eligible Payment Card transactions made using the Digital Wallet Service. You understand that information that is provided to or held by your Digital Wallet provider or other third parties in relation to any Digital Wallet is outside the control of Bank. Bank is not responsible for the Digital Wallet or any other services offered by your wireless carrier or any third party. Accordingly, any information you provide to your Digital Wallet provider or another third party through the Digital Wallet Service, or that is collected or accessed by your Digital Wallet provider in the course of your use of a Mobile Card or the Digital Wallet Service, is subject to third-party agreements, and is not governed by Bank's privacy policies or this Agreement.

11. Changes to Digital Wallet Service Terms

Bank reserves the right to revise these Digital Wallet Service terms at any time, and you are deemed to be aware of and bound by any changes to these terms by your continued access to or use of any Mobile Card and/or the Digital Wallet Service. If you do not accept any revisions made to these terms, your sole and exclusive remedy is to cancel your use of and delete all Mobile Card(s) and to cease using the Digital Wallet Service.

12. Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF ANY MOBILE CARD AND THE DIGITAL WALLET SERVICE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY MOBILE CARD IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE," WITH ALL DEFECTS THAT MAY EXIST FROM TIME TO TIME AND WITHOUT

WARRANTY OF ANY KIND, AND BANK, ON BEHALF OF ITSELF AND ITS SUPPLIERS, HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY MOBILE CARD, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS. BANK, ON BEHALF OF ITSELF AND BANK'S THIRD-PARTY SUPPLIERS, ALSO DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ANY MOBILE CARD OR THE DIGITAL WALLET SERVICE, OR THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, A MOBILE CARD OR THE DIGITAL WALLET SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OR AVAILABILITY OF A MOBILE CARD OR THE DIGITAL WALLET SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN A MOBILE CARD OR THE DIGITAL WALLET SERVICE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BANK, ANY OF ITS DELEGATED USERS OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY. ACCESS, USE AND MAINTENANCE OF A MOBILE CARD DEPEND ON THE DIGITAL WALLET AND THE NETWORKS OF WIRELESS CARRIERS. BANK DOES NOT OPERATE THE DIGITAL WALLET OR SUCH NETWORKS AND HAS NO CONTROL OVER THEIR OPERATIONS. BANK WILL NOT BE LIABLE TO YOU FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT THE FUNCTIONING OF ANY MOBILE CARD, SUCH AS UNAVAILABILITY OF THE DIGITAL WALLET OR YOUR WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, LIMITATIONS ON WIRELESS COVERAGE, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS CONNECTION. BANK DISCLAIMS ANY RESPONSIBILITY FOR THE DIGITAL WALLET OR ANY WIRELESS SERVICE USED TO ACCESS, USE OR MAINTAIN A MOBILE CARD OR ACCESS THE DIGITAL WALLET SERVICE. USE OF A MOBILE CARD INVOLVES THE ELECTRONIC TRANSMISSION OF PERSONAL INFORMATION THROUGH THIRD-PARTY CONNECTIONS. BECAUSE BANK DOES NOT OPERATE OR CONTROL THESE CONNECTIONS, BANK CANNOT GUARANTEE THE PRIVACY OR SECURITY OF THESE DATA TRANSMISSIONS. ADDITIONALLY, YOUR SUPPORTED DIGITAL WALLET DEVICE'S BROWSER IS GENERALLY PRE-CONFIGURED BY YOUR WIRELESS CARRIER. YOU SHOULD CHECK WITH YOUR DIGITAL WALLET PROVIDER AND YOUR WIRELESS CARRIER FOR INFORMATION ABOUT THEIR PRIVACY AND SECURITY PRACTICES. FOR PERSONAL OR CONFIDENTIAL INFORMATION SENT TO OR FROM BANK OVER THE INTERNET OR WIRELESS NETWORKS FROM YOUR SUPPORTED DIGITAL WALLET DEVICE, BANK RESERVES THE RIGHT TO LIMIT SUCH CONNECTIONS TO "SECURE SESSIONS" THAT HAVE BEEN ESTABLISHED USING TRANSPORTATION LAYER SECURITY OR OTHER SECURITY STANDARDS BANK SELECTS. BANK MAKES NO GUARANTEES ABOUT THE INFORMATION SHOWN IN THE DIGITAL WALLET SERVICE SOFTWARE OR HARDWARE IT CONTAINS AND MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE SAME. This "Disclaimer of Warranties" section shall survive any termination of this Agreement for any reason.

13. License for Any Mobile Card

A MOBILE CARD AND THE DIGITAL WALLET SERVICE ARE LICENSED, NOT SOLD, TO YOU FOR USE ONLY UNDER THE TERMS AND CONDITIONS OF THESE TERMS OF USE. BANK RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU. You are granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to install and use the Mobile Card and the Digital Wallet Service on your Supported Digital Wallet Device solely in accordance with these Digital Wallet Service terms. The license is limited to use on any Supported Digital Wallet Device that you own or control and as permitted by any applicable third-party agreements. Such license does

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not allow you to use the Mobile Card(s) on any device that you do not own or control (or for which you do not have authorization to install or run the Digital Wallet Service or the Mobile Card, such as where prohibited by applicable security policies in the case of corporate users), and you may not distribute or make any Mobile Card or the Digital Wallet Service available over a network where it could be used by multiple devices at the same time. Certain software that Bank uses to provide the Mobile Card(s) has been licensed from third parties (each a "Third-Party Licensor") that are not affiliated with Bank. This limited right to use such software is revocable at the discretion of Bank. Bank and its Third-Party Licensors retain all right, title and interest in and to the software used by Bank to provide the Mobile Card(s), Digital Wallet Service, and any modifications and updates thereto. You agree that you will not use any third-party materials associated with the Mobile Card(s) or the Digital Wallet Service in a manner that would infringe or violate the rights of any party, and that Bank is not in any way responsible for any such use by you. All third-party intellectual property marks, including the logos of merchants, are the property of their respective owners. You may not rent, lease, lend, sell, redistribute, or sublicense the Mobile Card or the Digital Wallet Service. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any Mobile Card or the Digital Wallet Service, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing the use of any open sourced components included with a Mobile Card or the Digital Wallet Service). Any attempt to do so is a violation of the rights of Bank and its Third-Party Licensors. If you breach this restriction, you may be subject to a civil lawsuit, prosecution, and damages. The terms of the license will govern any upgrades provided by Bank that replace or supplement any Mobile Card, unless such upgrade is accompanied by a separate agreement in which case the terms of that agreement will govern. You agree that a Mobile Card may be automatically updated or upgraded without notice to you. At any time, at Bank's sole discretion and without prior notice, Bank may expand, reduce, or suspend the type and/or dollar amounts of transactions allowed using a Mobile Card or change the enrollment process. The license granted hereunder is effective until terminated by you or Bank. Your rights will terminate automatically without notice from Bank if you fail to comply with these terms or if Bank terminates the use of my Mobile Card or the Digital Wallet Service. Upon termination of the license, you must cease all use of the Digital Wallet Service and Mobile Card and delete all Mobile Card(s) from the Digital Wallet Service.

14. Indemnification

In addition to the indemnification provisions contained elsewhere in this Agreement, you shall indemnify and hold Bank, its licensors (including any Third-Party Licensors), sponsors, agents and its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) your use of any Mobile Card and the Digital Wallet Service or (ii) any breach of the terms and conditions set forth in this Agreement by you or other users of the Digital Wallet Service using your Mobile Card or credentials. You must use your best efforts to cooperate with Bank in the prosecution or defense of any such claim. Bank has the right to employ counsel of Bank's choice to defend and control any such matter subject to indemnification by you. You have the right, at your own expense, to employ separate counsel to participate in such matter on a non-controlling basis. You agree that this paragraph shall survive the termination of this Agreement for any reason.

15. Limitation of Liability

IN ADDITION TO LIMITATION OF LIABILITY PROVISIONS CONTAINED ELSEWHERE IN THIS AGREEMENT, AND EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL BANK, ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES OR
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REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF THESE TERMS OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE ANY MOBILE CARD, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

16. Your Responsibilities

- *Payment Card Enrollment in Your Digital Wallet:* If you want to add a Payment Card to your Digital Wallet, you agree to follow the procedures adopted by your Digital Wallet provider and any further procedures Bank adopts. Bank may not add a Payment Card to the Wallet if Bank cannot authenticate the Payment Card or if Bank otherwise suspects that there may be fraud associated with the Payment Card. The Wallet allows you to make purchases using an added Payment Card wherever the Wallet is accepted. The Wallet may not be accepted at all places where your Payment Card is accepted.
- *Report Lost or Stolen Devices or Payment Cards:* If you enroll in the Digital Wallet Service and your Supported Digital Wallet Device is lost or stolen, or you have reason to believe that your Supported Digital Wallet Device has been compromised, including that of your biometrics security procedures, PIN, or other security device, you agree to contact Bank immediately so that Bank can take action to disable your Payment Card for use within the Digital Wallet Service. Note, however, that you are also responsible for notifying your Digital Wallet provider if your Supported Digital Wallet Device is lost or stolen. Bank is not responsible for and is unable to disable your Supported Digital Wallet Device or Digital Wallet; Bank can only disable your Payment Card. Your Supported Digital Wallet Device can be used like a Payment Card to make purchases, therefore you must notify Bank in the event your Supported Digital Wallet Device is lost or stolen with the same urgency as if your actual Payment Card is lost or stolen. If you fail to notify Bank, you may be liable for all or a portion of the losses associated with unauthorized use of your Payment Card whether or not that use was through the Digital Wallet Service. If you get a new Supported Digital Wallet Device, you must delete all your Mobile Cards and other personal information from your prior Supported Digital Wallet Device. You must cooperate with Bank in any investigation and use any fraud prevention or other related measures Bank prescribes.
- *Security:* In addition to the security procedures described elsewhere in this Agreement, you are solely responsible for maintaining the confidentiality of your Digital Wallet provider User ID, your Digital Wallet provider passwords, your Mobile Device passwords, and any other means that you may use to securely access the Digital Wallet Service on your Supported Digital Wallet Device. If you share these credentials with anyone, that person may be able to use your Wallet to make purchases or obtain access to your personal and payment information available through the Digital Wallet Service. You agree to safeguard your Supported Digital Wallet Device at all times and not leave it unattended. Your Digital Wallet and your Supported Digital Wallet Device may contemplate certain security features and procedures to protect against unauthorized use of any of your Mobile Card(s). These

features and procedures are the sole responsibility of your Digital Wallet provider. You agree not to disable any of these security features and to use these security features and procedures to safeguard all your Mobile Cards.

- *Account Ownership/Accurate Information:* You represent that you are the legal owner of the Eligible Account(s) and other financial information which may be accessed via the Digital Wallet Service. You represent and agree that all information you provide to Bank in connection with the Digital Wallet Service is accurate, current, and complete and that you have the right to provide such information to Bank for the purpose of using the Digital Wallet Service. You agree not to misrepresent your identity or your Eligible Account information. You agree to keep your Eligible Account information confidential, up to date, and accurate. You represent that you are an authorized user of the Mobile Device you will use to access the Digital Wallet Service.

E. Debit Card Control Services

If you are a personal Online Banking customer, the debit card controls (the “Debit Card Control”) services allow you to control how and where your Bank debit card is used. By using Debit Card Control, you can enable and disable a debit card for use, restrict card usage to specific types of merchants and/or transaction types, set transaction limits and restrict card use to specific geographic regions. You acknowledge and agree that the Debit Card Control services will create push notifications to your Eligible Mobile Device, and will not result in the creation of SMS text alerts. If you choose to set up the Debit Card Control alert functions, you will also have to set additional notification settings within your Eligible Mobile Device in order to receive the Debit Card Control alerts. You agree and acknowledge that Bank is not liable for transactions or activities that may occur on your Bank debit card prior to your enacting a Debit Card Control setting and prior to the Bank receiving such Debit Card Control instruction from you and having a reasonable opportunity to act on such instruction.

F. Equipment and Related Obligations; Upgrades

The Software may not be compatible with every mobile device. The Bank recommends that you use an Eligible Mobile Device, because they are the devices for which our Mobile App and Mobile Web are designed. However, the Bank does not represent or warrant the performance or operation of any Eligible Mobile Device. You are responsible for selecting an Eligible Mobile Device, and all issues relating to the operation, performance, and costs associated with such device are between you and your wireless telecommunications provider and/or the individual/entity who sold or provided you with such device.

Should you choose to access our Mobile Services, you are responsible for obtaining, maintaining, and operating an Eligible Mobile Device to achieve such access. The Bank shall not be responsible for any failure or errors from the malfunction of your equipment.

You also accept responsibility for making sure that you understand how to use your Eligible Mobile Device as well as the Software before you actually do so. You understand that we may change or upgrade the Software from time to time and that, in such event; you are responsible for making sure you understand how to use the Software as upgraded or changed. You also acknowledge that we may condition your continued use of the Software on your acceptance of upgrades of the Software. While your personal settings and preferences may be retained, there is still the possibility that they may be lost during such an upgrade process and you should verify your personal settings and preferences.

G. Access to Mobile Services; Lost or Stolen Devices

You may access the Mobile Services through an Eligible Mobile Device, and you understand that the terms of Section II.D (Access to Online Banking Services and Your Obligations) govern your access to the Mobile Services, including, without limitation: required security procedures; safeguarding your login credentials; and your obligations with respect to authorized and unauthorized transactions. The same login credentials (username, Password and any other security devices or credentials) that allow you access to Online Banking Services via the Website shall apply to your access to the Mobile Services.

You agree to take every precaution to ensure the safety, security, and integrity of your accounts and transactions when using the Mobile Services. You agree not to leave your Eligible Mobile Device unattended while logged into the Mobile Services and to log off immediately upon the completion of each access session. If your Eligible Mobile Device is lost, stolen, or used without your authorization, you agree to make the appropriate or necessary changes to disable the use of the Eligible Mobile Device including contacting your wireless telecommunications provider to effectuate such change. You understand that there are risks associated with using a mobile device, and that in the event of theft, loss, or unauthorized use, your confidential information could be compromised. You accept those risks. The Bank does not recommend the use of rooted or jailbroken devices to access your account online. Accessing your accounts with a rooted or jailbroken device increases the risk of your accounts being compromised.

H. Software and Mobile Services Limitations

1. Neither we nor our Vendors can always foresee or anticipate technical or other difficulties related to the Software. These difficulties may result in a loss of data or personal settings and preferences, dropped connections, disabled features, or other Mobile Services interruptions. Should this happen, review your transaction status to verify the status of any attempted transaction when you return to an area with wireless coverage or where you have access to a computer (or contact us at 1-866-427-9306). Neither we nor any of our Vendors assumes responsibility for the timeliness, deletion, mis-delivery, or failure to store any user data, communications, or personalization settings in connection with your use of the Software, nor do we or our Vendors assume any responsibility for any disclosure of account information to third parties as a result of the action or inaction of you or your wireless telecommunications provider.
2. Neither we nor any of our Vendors assumes responsibility for the operation, security, functionality, or availability of any mobile device or wireless telecommunications network which you use to access Mobile Services.
3. You agree to exercise caution when using the Mobile Services on your Eligible Mobile Device and to use good judgment and discretion when obtaining or transmitting information.
4. Information about your online banking activity is synchronized between the Software and the Website. Information (including transfer information) available via the Software may differ from the information that is available directly through the Website. Information available directly through the Website may not be available via the Software, may be described using different terminology, or may be more current than the information available via the Software, including but not limited to account balance information. The method of entering instructions via the Software also may differ from the method of entering instructions through the Website. Unless otherwise required by applicable law, we are not responsible for such differences, whether or not attributable to your use of the Software. Additionally, you agree

that neither we nor our Vendors will be liable for any errors or delays in the content displayed via the Software, or for any actions taken in reliance thereon.

I. Fees

The Bank does not currently charge a fee for using the Mobile Web or a Mobile App, but your wireless telecommunications provider for your Eligible Mobile Device or other third parties that you may utilize may impose fees to make that device data-capable, to exchange data between the Eligible Mobile Device and the Mobile Web or Mobile App (as applicable), or based on the location of your use (e.g., fees for roaming or using your Eligible Mobile Device in a foreign country). Please check with your wireless telecommunications provider(s) about any such potential applicable fees, and please review your Deposit Agreement for other generally applicable account fees.

J. Software Use; Grant of License

You agree that your use of the Software provided to you by the Bank to facilitate your use of the Mobile Services will be limited solely to access and use of the Mobile Services. The Bank hereby grants you a limited, personal, non-exclusive, non-transferable license to install the Software on your Eligible Mobile Device for your personal use. You may not, nor shall you permit any third party to: (1) copy, decompile, reverse engineer, attempt to derive the source code of, modify, or create derivative works of the Software, any updates, or any part thereof; (2) rent, lease, lend, sell, redistribute, or sublicense the Software; or (3) otherwise exercise any other right to the Software not expressly granted in this Agreement. The Bank may use a third party that is not affiliated with the Bank to provide certain licensed Software to support the Mobile Services.

If you obtain a different Eligible Mobile Device you may be required to download and install the Software to that different device under the same terms set forth in this Agreement. You agree to delete all such Software from your mobile device promptly if the license rights granted to you are terminated for any reason.

K. Ownership of Software

Nothing in this Agreement (including, without limitation, the license granted in Section III.G) conveys to you an interest in or to the Software, and we provide you only a limited right of use which we can revoke and terminate in accordance with Section VIII.D. The Software is not sold to you, and all rights not expressly granted herein are reserved to the Bank and its licensors. The Bank and its licensors own all right, title, and interest in and to the Software. No license or other right in or to the Software is granted to you except for the rights specifically set forth in this Agreement.

L. Branch Locator; Location-Based Data

Our Mobile App also includes our Branch Locator tool. Before using the Bank's Branch Locator tool within our Mobile App, you will be asked to review and accept the Terms of Use applicable to the tool via the Mobile App.

Note that our Branch Locator tool includes certain location-based features which can access the geolocation data of your Eligible Mobile Device to assist in providing a service to you. If you use any such location-based feature, you agree that your geographic location and other personal information may be accessed and disclosed through the tool. If you do not wish to have your geographic location and other personal information accessed and disclosed in this way, you must refrain from using location-based features of the tool.

M. Privacy

Use of the Mobile Services involves the electronic transmission of personal financial information across the networks of your wireless telecommunications provider. Because we do not operate or control the wireless networks used to access Mobile Services, we cannot guarantee the privacy or security of wireless data transmissions. Additionally, for Eligible Mobile Devices, the browser is generally pre-configured by your wireless telecommunications provider. Please check with them for information about their privacy and security practices. Upon receipt of your data or information, the Bank will treat it in accordance with our privacy and security policies referenced in Section VIII.G, below.

N. Applicability of Other Provisions; Limitation of Liability; No Warranties; Termination

Without limiting the generality of Section III.A, you acknowledge that Section VII (Limitation of the Bank's Liability) and Section VIII.C (Termination of Service) of this Agreement are applicable to and govern your use of the Mobile Services. For the avoidance of doubt, references in those sections to the Service and the Website shall apply equally to the Mobile Services and your access through the Mobile Web and Mobile App.

IV. Electronic Fund Transfers

You may arrange for direct deposits to be made to, electronic payments to be paid from, and funds to be transferred between your Eligible Accounts. If your account was established primarily for personal, family, or household purposes, these transactions are governed by 12 C.F.R. Part 1005 (Regulation E) and the following special provisions and disclosures apply.

A. Types of Electronic Fund Transfers Available Online

Types of electronic fund transfers available online include the following:

- You may arrange with another party, such as your employer or a government agency, to electronically deposit funds into an Eligible Account.
- You may authorize another party, such as an insurance company or mortgage company, to have payments sent directly to them on a regular basis from an Eligible Account.
- You may direct that funds be transferred from one of your Eligible Accounts to another Eligible Account.
- You may authorize a merchant or other payee to make a one-time electronic payment from your Eligible Account using information from your check to pay for purchases and to pay bills.

B. Liability for Unauthorized Transfers from Your Account

Tell us AT ONCE if you believe your Online Banking ID, Password, or other security devices or credentials have been lost, stolen, or otherwise compromised, or if you believe that an electronic fund transfer has been made without your permission using information from your check. The unauthorized use of your Service may cause you to lose funds. Telephoning is the best way to minimize any losses or other adverse consequences.

If your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed or made available to you, you may 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 will extend the time periods.

Call us immediately at the following toll-free number: 713-499-1800. If you cannot reach us by telephone, write us at Stellar Bank, P.O. Box 41314 Houston, TX 77241-1314.

C. Limitations on Transfers

The Service is subject to limits on the amount and frequency of transfers. These limits are designed to be flexible in order to protect the security and integrity of the Service and accounts, including protecting you and all other participants of the Service. These limitations may be based on confidential fraud and risk criteria that are essential to our management of risk and the protection of you and the integrity of the Service, and may be modified at our sole discretion without advance notice.

D. Fees

Fees are disclosed in our Schedule of Fees. You may also call us at 713-499-1800 if you have any questions about fees for the Service.

E. Documentation

Our Electronic Fund Transfers disclosure, which is available on the Website under the “Resources” tab, provides a summary of periodic statements that you will receive from us for your accounts, including Eligible Accounts, to or from which electronic fund transfers can be made.

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 713-499-1800 or access the Service to find out whether or not the deposit has been made.

F. Right to Stop Payment of Preauthorized Transfers and Procedure for Doing So

If you have scheduled a one-time ACH transfer or a recurring ACH transfer, you can stop any of these payments. Here’s how:

Call us at 713-499-1800, or write us at the address listed in the “Bank Contacts” section below, in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

G. Liability for Failure to Stop Payments of Transfers

If you order us to stop a preauthorized Electronic Funds Transfer payment three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your actual losses or damages.

H. Liability for Failure to Make Transfers

If we do not complete a transfer to or from your Eligible Account on time or in the correct amount according to our agreement with you, we will be liable for your actual losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

- In the case of preauthorized credits, if the data from the third party is not received, is incomplete or erroneous.
- If your account is not in an active status.

There may be other exceptions stated in this Agreement and our other agreements with you.

I. Notice of Varying Amounts

If regular payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

J. Disclosure of Account Information

We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. If you give us your written permission; or
4. If we close your account due to a deficient balance, excessive instances when you do not have sufficient funds in your account or to protect or enforce our legal rights; or
5. In order to comply with government agency or court orders; or
6. As disclosed in our Privacy Policy.

K. In Case of Errors or Questions About Your Electronic Transfers

Call or write us at the number or address listed in the “Bank Contacts” section, 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 sixty (60) days after we send you or make available to you the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. 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.
3. Tell us the dollar amount of the suspected error.

Note: You may also initiate a dispute in Online Banking for electronic fund transfers you believe have been made without your permission. Regardless of how you notify us of a dispute, in instances where you suspect a card transaction is unauthorized or fraudulent, we will disable your card and issue you a replacement. We may also close your account while we research your case.

If you tell us, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account

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within ten (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 do not receive it within ten (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 ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your account for the amount you think is in error.

We will tell you the results within three (3) 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.

L. Bank Contacts

If you need to call or write to us about your account, use the following telephone number or address:

- Telephone: 713-499-1800
- Mailing Address: Stellar Bank

P.O. Box 41314

Houston, TX 77241-1314

V. Online Chat Service Terms and Conditions

Stellar Bank makes available to you an online Chat Service.

BY CLICKING **ACCEPT** OR OTHERWISE ACCESSING OR USING THE CHAT SERVICE, SCREEN SHARE, AND/OR CO-BROWSE SERVICE, YOU ARE AUTHORIZING STELLAR BANK TO VIEW AND ACCESS YOUR WEB SESSION USING THIRD-PARTY SOFTWARE AND SERVICES, AND YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT, AND SPECIFICALLY THIS SECTION V (THESE **SERVICE TERMS**) EFFECTIVE ON THE DATE YOU AGREE. IF YOU DO NOT AGREE WITH THESE SERVICE TERMS, OR PRESS **DECLINE** IN THE CHAT WINDOW, YOU ARE NOT AUTHORIZED TO USE THE SERVICE AND YOU SHOULD IMMEDIATELY CLOSE THE CHAT WINDOW. YOU SHOULD CAREFULLY REVIEW THESE SERVICE TERMS PRIOR TO USING THE SERVICE.

YOU MAY END YOUR USE OF THE CHAT SERVICE AT ANY TIME BY SELECTING THE **END CONVERSATION** OPTION.

A. About the Chat Service

The Chat Service enables Stellar Bank and our customer service representatives to communicate with you via webpage, and to access and view your active web session along with you, to a limited extent, in order to provide you with live assistance and address your customer service inquiry. You understand, acknowledge, and agree that the Chat Service is provided to you by Stellar Bank through the use of third-party software and services.

You may end your conversation of the Chat Service at any time by selecting the **End Conversation** option.

B. Use of the Chat Service.

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You agree to only use the Chat Service in accordance with the terms of this Agreement and applicable laws and regulations. You agree not to use the Chat Service to the extent doing so would result in your breach of an obligation to a third party (e.g. your employer prohibits use of such a service on its equipment or through its network). You must be older than 13 years old to utilize the Chat Service.

Furthermore, you agree that you shall not:

- use, or permit others to use, the Chat Service to make available any content or material, or to conduct themselves in a manner, that is harmful, intimidating, threatening, abusive, harassing, tortious, vulgar, hateful, or racially, ethnically or otherwise offensive or discriminatory, obscene, excessively violent, or harmful to minors or depicts minors engaged in sexually explicit conduct or in a sexually explicit manner, defamatory, libelous or invasive of another's privacy or publicity rights, or which incites others to commit violence;
- copy, modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Chat Service;
- reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Chat Service or any part thereof;
- remove, delete, alter, infringe, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from or through the Chat Service, including any copy thereof
- knowingly or negligently use the Chat Service in a way that abuses, interferes with, or disrupts Stellar Bank's networks or the Chat Service;
- engage in activity that is illegal, fraudulent, false, or misleading;
- rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Chat Service, or any features or functionality of the Chat Service, to any third party for any reason, including by making the Chat Service available on a network where it is capable of being accessed by more than one device at any time; and
- remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Chat Service.

You agree that any information you provide to Stellar Bank during or through your use of the Chat Service will be true, accurate, current and complete at the time you provide it, and that you will update such information to keep it true, accurate, current and complete. Stellar Bank is under no obligation to validate any information that you provide while using the Chat Service.

If you do not use the Chat Service continuously, we may end your session after a short period of inactivity.

C. Collection and Use of Your Information.

You acknowledge that when you use the Chat Service, Stellar Bank and its customer service representatives may view, have access to, and collect information about you, your device, and browsing history when using the Chat Service. You may also be required to provide certain information about yourself when using the Chat Service so that Stellar Bank and our customer service representatives can assist you with your customer service inquiry. All information collected by Stellar Bank through or in connection with the Service is subject to our Privacy Policy. By using and

providing information to or through the Chat Service, you consent to all actions taken by Stellar Bank and its customer service representatives with respect to your information in compliance with our Privacy Policy.

D. Third Party Materials, Software, Hardware and Services.

You acknowledge and agree that Stellar Bank is not responsible for the accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of any content displayed, included, or made available by third parties (including data, information, applications, and other products, services, and/or materials) on third party websites **Third-Party Materials** viewed or accessed while using the Chat Service. Stellar Bank does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials.

You (and not Stellar Bank) are responsible for all your and any third-party software, hardware, and services used by you in connection with the Chat Service. Any such third-party software, hardware, or services (whether required or optional) that you use in conjunction with the Service are the sole responsibility of you and/or such third party, and your use of such third-party software, hardware, or services is subject to the terms, conditions, warranties and disclaimers provided by such third party, and not Stellar Bank or this Agreement.

E. Term and Termination.

Your acceptance of these Service Terms and this Agreement commences when you click the **Accept** button or otherwise access or use the Chat Service and will continue in effect until terminated by you or Stellar Bank as set forth in this section. You may terminate your use of the Chat Service and the applicability of these Service Terms by selecting the **End Conversation** option and ending the Chat Service session.

Stellar Bank may terminate these Service Terms and your access to the Chat Service at any time without notice and in its sole discretion. In addition, these Service Terms will terminate immediately and automatically without any notice if you violate any of the terms and conditions of these Service Terms or any applicable law or regulation.

Upon termination: (i) all rights granted to you under these Service Terms will also terminate; and (ii) you must cease all use of the Chat Service.

Termination will not limit any of Stellar Bank's rights or remedies at law or in equity.

F. Unauthorized Access/Use and Fraud Investigations.

Stellar Bank has the right to interrupt or restrict use or access to the Chat Service, without notice to you, if Stellar Bank suspects fraudulent or abusive activity. You agree to cooperate with Stellar Bank in any fraud investigation and to use any fraud prevention measures prescribed by Stellar Bank. Failure to cooperate will result in your liability for all fraudulent usage.

G. Disclaimer of Warranties.

YOUR ACCESS TO AND USE OF THE CHAT SERVICE IS AT YOUR OWN RISK. THE CHAT SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND INCLUDING WITHOUT LIMITATION IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF OR RELATING TO ACCURACY, ACCESSIBILITY, FITNESS FOR A

PARTICULAR PURPOSE, MERCHANTABILITY, PERFORMANCE OR DURABILITY, ALL OF WHICH ARE DISCLAIMED BY STELLAR BANK TO THE FULLEST EXTENT PERMITTED BY LAW.

VI. Prohibited Uses of the Online Banking Services

You may not use the Online Banking Services for:

- Unlawful Internet gambling transactions or other illegal activity,
- Transactions that would result in payments to beneficiaries listed on the Specially Designated Nationals List or another sanctions list issued by the U.S. Department of the Treasury, or
- Transactions that would violate (or cause the Bank to violate) any United States economic sanctions laws or regulations, including those issued by the Office of Foreign Assets Control of the U.S. Department of the Treasury, Executive Order of the President, or a directive of the U.S. Department of the Treasury.

VII. Limitation of the Bank's Liability

A. Failure to Complete a Transaction

In addition to other limitations on liability set forth in this Agreement, we and our Vendors shall not incur any liability to you if we cannot complete a payment or other transaction because of one or more of the following:

- If, through no fault of our own, your Eligible Account or any associated Overdraft Transfer Service (as defined in the Deposit Agreement) does not contain sufficient funds to complete a payment;
- Circumstances beyond our control (such as fire, flood, or interference from an outside force) prevent the proper execution of a payment or transfer transaction, and we have taken reasonable precautions to avoid those circumstances;
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly;
- We will also not be liable if: (a) a legal order directs us to prohibit withdrawals from the Eligible Account; (b) the Eligible Account is closed or frozen; or (c) any part of the electronic funds transfer system network is not working properly. We do not recognize "Grace Periods," "Pay To," or "Late After" dates when considering the reimbursement of late fees or finance charges.

B. Aggregation Services

If you choose to share your Password and/or Eligible Account information with an aggregator or other third party, except for third-party aggregators provided by us, you acknowledge and agree that (i) we are not responsible for helping the aggregator or third party in any way and will not be responsible for the information retrieved by the aggregator or third party; (ii) we will not be responsible to you for any losses that may result from you sharing your Password in connection with using the aggregation service; (iii) you are responsible to review the security and privacy standards of the aggregator or third party and to determine what your liability will be in connection with the aggregation service; (iv) you will change your Password immediately when you end the aggregation

service; and (v) we have the right to prevent aggregators or third parties from accessing your Eligible Accounts.

C. Alternate Methods for Accessing Account Information and Services

The Bank will not be liable for any losses resulting from circumstances over which we have no control, including, but not limited to, the failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, operator errors, log-in sequences, war and other acts of hostility, severe weather, earthquakes, floods, or other such events. You acknowledge that there are alternate methods for accessing the information and processing the transactions provided by the Online Banking Service, such as making payments by check or debit card or by contacting Customer Care at 1-866-427-9306. In the event you should experience problems in accessing any Service, you will attempt to access such information and perform such transactions by these alternate methods.

D. No Warranties

YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE ONLINE BANKING SERVICES (WHETHER PROVIDED OR MADE AVAILABLE BY US OR A VENDOR OR SUPPLIER) IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE STATED HEREIN, THE BANK AND ITS VENDORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW AS TO THE ONLINE BANKING SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE ONLINE BANKING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

THE BANK AND OUR VENDORS AND SUPPLIERS MAKE NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE ONLINE BANKING SERVICES WILL MEET YOUR EXPECTATIONS, (V) ANY ERRORS OR DEFECTS IN THE TECHNOLOGY WILL BE CORRECTED OR (VI) THE WEBSITE IS FREE OF VIRUSES OR HARMFUL COMPONENTS.

E. Limitation on Liability

IN NO EVENT WILL THE BANK OR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, VENDORS, OR SUPPLIERS BE LIABLE TO YOU FOR DAMAGES DUE TO OUR FAILURE TO COMPLETE A TRANSFER, BILL PAYMENT OR OTHER SERVICE. NEITHER THE BANK NOR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, VENDORS, OR SUPPLIERS WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, EVEN IF THE BANK IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

VIII. Other Terms and Conditions

A. Fees and Charges

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Information about fees that we may charge you in connection with the Service or your Eligible Accounts are included in the Schedule of Fees, the applicable sections of this Agreement, and/or in separate agreements or terms governing specific products or services. In addition to any fees that we may charge you, you may also incur fees and charges from third parties, including but not limited to:

- Your Internet service provider;
- Your mobile device carrier or texting provider; and
- Software providers

B. Service Hours

Online Banking Services are available 24 hours a day, 365 days a year — except during system maintenance and upgrades or when interrupted by circumstances beyond our control. However, certain transactions, including External Transfers, Funds Transfers, Account-to-Account Transfers, deposits made through Mobile Deposit, and requests for wire transfers, can only be processed on Business Days. We can also be reached by telephone at 713-499-1800, via Secure Email or through the Website.

C. Termination of Service

If you close an Eligible Account, you will still have access to certain Online Banking Services. Bank and you agree that you may terminate this Agreement and/or one or more of the Online Banking Services or Mobile Banking Services that you have selected at any time with or without cause upon prior notice to Bank. To terminate this Agreement, you must give notice via telephone by contacting Bank's at 713-499-1800, by sending written notice to the Bank at P.O. Box 41314 Houston, TX 77241-1314.

We may also suspend or terminate access to your Service at any time, for any reason. We will provide prior notice of termination as may be required by law, but we may terminate your Eligible Account without notice if necessary to maintain or restore the security of an Eligible Account or of our systems.

You understand that the termination of this Agreement and/or any of the Online Banking Service or Mobile Banking Service for any reason by you or by Bank will not release you from any fees or other obligations incurred prior to the date upon which this Agreement or the particular Online Banking Service or Mobile Banking Service is terminated, any fees assessed by Bank in the process of terminating this Agreement and/or any of the Online Banking Services or Mobile Banking Services, or from your responsibility to maintain sufficient funds in your Eligible Account(s) to cover any outstanding items originated via any Online Banking Service or Mobile Banking Service.

D. Contact by the Bank or Affiliated Parties

Our employees may require your Online Banking ID for the purposes of authentication. However, no Bank employee, nor any company affiliated with the Bank, will contact you via email or phone requesting your Online Banking ID in conjunction with your Password. If you are contacted by anyone requesting this information, do not provide it, and please contact us immediately.

E. Making Inquiries on Bill Payments, Transfers, and Other Online Banking Services

If you have any questions about your electronic transfers, bill payments or other Online Banking Services, call us Monday – Friday 8:00 a.m. – 5:00 p.m. Central Time, at 713-499-1800, or write to 50890.0001 197825v2

us at Stellar Bank, P.O. Box 41314 Houston, TX 77241-1314. Please review Section IV for important information concerning steps you must take if you think a particular electronic fund transfer has been made in error.

F. Notices and Communications

Except as expressly provided otherwise in this Agreement, we will provide you notices, Alerts and other information regarding your Eligible Account or the Online Banking Services through mail, electronic means (either email, text message, or by posting information on the Website), or by other means available. To the extent that the information is sent via email or text message, it will be sent to either your Secure Email address that you access through Online Banking on the Website or your external email address that you provided to us or to your or the Joint Owner's enrolled mobile number, unless a different address has been specified in accordance with procedures we may establish from time to time. Any Eligible Account or Online Banking Service related communication will be deemed to be sent on the first Business Day following the date on the communication. Any Eligible Account- or Service-related communication posted on the Website or otherwise sent to you will be deemed to be delivered to and received by you and any Joint Owner on the third (3rd) Business Day following the date on the communication. We always reserve the right to communicate with you through the U.S. Postal Service or overnight courier.

G. Privacy and Data Security

Please refer to our "Privacy Policy," which is available on the Website, for information about how we share your personal information. The Website also includes information regarding our security practices.

H. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement to any directly or indirectly affiliated company. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors and other third parties.

I. No Waiver

We shall not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part 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.

J. Governing law

This Agreement and our provision of the Online Banking Services are governed by the laws of the State of Texas and applicable federal law, without regard to any different state laws that may govern your accounts.

K. Jury Trial Waiver

Both you and we acknowledge that the right to trial by jury is a constitutional right, but one that may be waived. After consulting (or having had the opportunity to consult) with counsel of its choice, each party knowingly and voluntarily, and for their mutual benefit, waives any right to trial by jury in the event of litigation regarding the performance or enforcement of, or in any way related to this Agreement.

L. Binding Arbitration

YOU HEREBY AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING NOW OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THIS AGREEMENT, OR TO THE SERVICE ("CLAIM"), REGARDLESS OF THE NATURE OF THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF), SHALL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE CLAIMS THAT ARE MADE AS COUNTERCLAIMS, CROSS CLAIMS, THIRD-PARTY CLAIMS, INTERPLEADERS, OR OTHERWISE. YOU FURTHER AGREE THAT YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL) TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY; NOR WILL YOU BE ABLE TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN ARBITRATION OR IN COURT BEFORE EITHER A JUDGE OR JURY. IF THE PRECEDING SENTENCE IS NOT ENFORCED FOR ANY REASON, THEN YOU AGREE THAT IN SUCH CASE ANY CLASS DISPUTE WILL NOT BE RESOLVED THROUGH ARBITRATION.

M. Consent to Use of Technical Data

In connection with your use of our Services, you agree that we may collect and use technical data and related information, including but not limited to technical information about your Eligible Mobile Device, system, and application software and peripherals, that is gathered periodically to facilitate the provision of Software updates, product support, and other services to you (if any) related to our Services. The Bank may use this information to improve its products or to provide services or technologies to you.

N. Indemnification

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE BANK AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS, AND SERVICE PROVIDERS, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, FROM AND AGAINST ALL DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BROUGHT BY ANY PERSON ARISING FROM OR RELATING TO YOUR ACCESS AND USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ALLEGING FACTS THAT IF TRUE WOULD: (i) CONSTITUTE A BREACH BY YOU OF THIS AGREEMENT; (ii) CONSTITUTE INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF INFORMATION, DATA, FILES OR OTHER MATERIALS SUBMITTED BY YOU TO THE SERVICE; (iii) CONSTITUTE FRAUD OR MALICIOUS CONDUCT BY YOU; (iv) CONSTITUTE A VIOLATION BY YOU OF ANY LAW OR RIGHTS OF A THIRD PARTY; (v) CONSTITUTE A CLAIM FOR WHICH YOU HAVE AGREED TO PROVIDE INDEMNIFICATION ELSEWHERE IN THIS AGREEMENT; OR (vi) CONSTITUTE A CLAIM FOR DAMAGES FOR WHICH YOU HAVE AGREED ELSEWHERE IN THIS AGREEMENT THAT BANK IS NOT RESPONSIBLE.

O. Export Controls

The Software and other programs, materials, tools, and technical data provided as part of the Online Banking Services may be subject to U.S. export controls or the trade laws of other countries. You agree to comply with all export control regulations. You also acknowledge that you, not the Bank, have the responsibility to obtain such licenses to export, re-export or import as may be required. You agree not to export or re-export to individuals or entities on the most current U.S. export exclusion

lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export law.

P. Ownership

You agree that we and our Vendors, as applicable, retain all ownership and proprietary rights associated content, technology, mobile applications and websites. You acknowledge and agree that all trademarks and service marks displayed on the Website belong to us or an affiliate, except third-party trademarks and service marks, which are the property of their respective owners. You are only permitted to use the content as displayed on this site as expressly authorized by us. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you may not reverse engineer or reverse compile any of our technology, including but not limited to, any technology associated with mobile or online banking.

Q. User Conduct

In addition to the prohibitions described in Section VI, you agree that you will not use the Software or any content delivered to you as part of your use of the Mobile Services in any way that would: (1) infringe any third-party copyright, trademark, trade secret, patent, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (2) interfere with or disrupt computer networks connected to the Software; (3) interfere with or disrupt the use of Mobile Services by any other user; or (4) use the Mobile Services in such a way as to gain unauthorized entry or access to the computer systems of others.

R. Rules of Interpretation

If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law and the other provisions of this Agreement will remain effective and enforceable.

S. Third-Party Providers

For your convenience, we may from time to time facilitate your access to or use of Third-Party Services which are offered by Third-Party Providers. For example, we may provide you with the ability to access certain Third-Party Services through the Bank's website or through the Online Banking Service. However, you acknowledge that such Third-Party Services are not offered or provided by Stellar Bank. Accordingly, your use of any Third-Party Service must be approved by the applicable Third-Party Provider, and you will be required to enter into a separate agreement with the Third-Party Provider. Stellar Bank is not a party to that separate agreement. By using any Third-Party Service, you agree to comply with the separate agreement that you enter with the Third-Party Provider, including with respect to any fees which may be charged to you by such Third-Party Provider. You further agree that the Bank is not responsible for any aspect of the provision of such Third-Party Service, and that all of your rights and remedies relating to any issue, error or claim relating to your use of the Third-Party Service will be solely against the applicable Third-Party Provider, and not against the Bank. In no event will be the Bank be responsible for, and you hereby agree to indemnify, defend, release and hold harmless Bank and its affiliates, directors, officers, agents and employees, individually and collectively, from and against any and all losses, claims or expenses resulting, directly or indirectly, from your use of any Third-Party Service.