

# BUSINESS ONLINE BANKING APPLICATION

## General Information

Company Name: \_\_\_\_\_  
(Maximum 26 characters)

\_\_\_\_\_  
(Maximum 26 characters)

Address: \_\_\_\_\_  
(Maximum 26 characters)

City, State, Zip: \_\_\_\_\_  
(Maximum 26 characters)

Tax ID Number: \_\_\_\_\_ SSN \_\_\_\_\_ EIN \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Telephone Number: \_\_\_\_\_

## Display Groups

*(Instructions: Divide each category below into groupings. Example for Employees: Administration, Employees  
Example for Accounts: Checking, Savings, Loans / Example for Fund Transfers: Internal, Wire Transfers  
Example for File Transfers: Payroll, Drafts)*

Employees	Accounts	Fund Transfers	File Transfers (ACH)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

## Account Options

*(Instructions: List any Deposit Accounts and Loans you wish to access, give each a Nickname, and select the Display Group in which you wish for it to appear. Attach an extra sheet if needed.)*

Account Number	Account Nickname	Display Group (Choose from above)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Designate account number to be service charged: \_\_\_\_\_ Cycle: 30

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_/\_\_\_\_/\_\_\_\_  
Title Date

Branch: \_\_\_\_\_

Resp. #: \_\_\_\_\_

CSR: \_\_\_\_\_

Input By: \_\_\_\_\_

Date: \_\_\_\_\_

# EMPLOYEE INFORMATION

The following information is to be completed by the client.

Company Name: \_\_\_\_\_

Employee Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
(Maximum 30 characters)

Employee Display Group: \_\_\_\_\_

Security Data: Mother's Maiden Name \_\_\_\_\_

Security Data: Email Address \_\_\_\_\_

## Supervisor Level (Establishes Hierarchy of Approvals)

- Employee Administrator  
 Supervisor Super Administrator

## Authorized Access Times

<u>Access Day</u>	<u>Begin Time</u>	<u>End Time</u>	
Monday	_____	_____	
Tuesday	_____	_____	
Wednesday	_____	_____	
Thursday	_____	_____	24/7 Access
Friday	_____	_____	
Saturday	_____	_____	
Sunday	_____	_____	

## Security

Verification Access ID: \_\_\_\_\_  
(First initial, last name, min. 6 letters)

Verification Password: 123456  
(temporary login password)

## Approvals

Will this employee need stop payments approved? YES NO  
Will this employee need internal transfers approved? YES NO  
Will this employee approve other employees' transfers? YES NO

## Administration Options

Will this employee have access to administrative functions? YES NO

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Name*

\_\_\_\_\_/\_\_\_\_/\_\_\_\_  
*Title* *Date*

# EMPLOYEE ACCOUNT AUTHORIZATION

The following information is to be completed by the client. *Photocopy and fill out this worksheet as needed*

Company Name: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Account Numbers: \_\_\_\_\_

## Account Options

View Check Images

View Account Numbers

Retrieve Statements

Inquiry Detail

See Presentments

Export Transactions

View Transactions

ACH Item Search

## Stop Payment Options

Inquiry

Add

## Fund Transfer Options

Internal

Single ACH

### Loan Payment Types:

Loan Pmts

All

Regular Pmts

Principal Only

Interest Only

## File Transfer (ACH) Options

YES

NO

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

\_\_\_\_/\_\_\_\_/\_\_\_\_  
*Date*

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## Austin Bank Business Internet Banking Agreement

This Austin Bank Business Internet Banking Agreement and the application (including related service forms) submitted to and accepted by the Bank (collectively, this "Agreement") states the terms and conditions for business Internet banking services ("Business Online Banking" and "AustinNET") that will be provided by Austin Bank (the "Bank"). When you use, or you permit any other person(s) to use Austin Bank Business Internet Banking Services, you agree to the terms and conditions of this Agreement. These terms and conditions are in addition to the Deposit Account Agreement and Signature Card that you received when opening your depository account, if any, as such agreement may have been amended from time to time (the "Deposit Account Agreement"). If there is a conflict between the terms and conditions contained in this Agreement and those contained in the Deposit Account Agreement, the Signature Card, or any other agreements between us relating to banking products and services, including the schedule of fees and services, the terms and conditions of this Agreement, as they relate to the Austin Bank Business Internet Banking Services, will control, unless such other terms and conditions specifically reference this Agreement and the parties' intent to supersede the conflicting terms and conditions of this Agreement.

As used in this Agreement, "we", "us" or "our" refers to the Bank, and its assignees, and any agent, independent contractor, or other service provider, engaged by the Bank, in its sole discretion, to provide any of the Austin Bank Business Internet Banking Services. "Customer," "you" or "your" refers to the business or entity, as indicated in the Customer's signature block below, that owns an Eligible Account (as defined below). "Authorized Representative" refers to each person specifically authorized by the Customer to transact business on its Eligible Accounts for the applicable services in the completed Austin Bank Business On-line Banking or AustinNET Application (including the service forms relating to each of the Austin Bank Business Internet Banking Services to be made available to you), as such authority evidenced by resolutions and other written documents the Bank may require to certify such authority. We may continue to recognize the authority of an Authorized Representative until we have received and had a reasonable time to act upon written notice from one of your authorized officers, partners, members or proprietors, as the case may be, that an Authorized Representative is no longer authorized to transact business on your Eligible Account(s) within the Austin Bank Business Internet Banking Services.

1) **Account Access.** Your Authorized Representatives will not be able to access Austin Bank Business Internet Banking Services until you have provided to us a signed and completed Austin Bank Business On-line Banking or AustinNET Application with all required information and authorizing resolutions. You must have at least one Eligible Account with us and access to the Internet in order to use Austin Bank Internet Banking Services. (One or more of your Eligible Accounts must be a deposit account.) For purposes of this Agreement, an Eligible Account is:

a) a non-consumer checking, money market, savings, or time deposit account for which you are the owner or a commercial loan (including a commercial real estate loan) on which you are a borrower; and, in each case, for which you have designated one or more Authorized Representatives in your Business On-line Banking or AustinNET Application;

b) an account for which Austin Bank Internet Banking Services are requested in your completed Business On-line Banking or AustinNET Application form and other written documents we require in order to provide online access for such account, provided that we have approved your application. We may continue to recognize such account as an Eligible Account until we have received and had a reasonable time to act upon written notice from you that such Eligible Account is no longer authorized for Austin Bank Business Internet Banking Services; and

c) in the case of an account for which you are requesting wire transfer and/or ACH capabilities, an account that is designated in completed and signed Austin Bank Service Forms, which contain certain specifications for the manner in which such services will be provided to such account.

2) **Access Codes/Security Procedures.** Security of your transactions is important to us. Upon acceptance of your Business On-line Banking or AustinNET Application by the Bank and execution of this Agreement, each of your Authorized Representatives will be given an access ID and a unique password (collectively, the "Access Codes") that will allow access to Austin Bank Business Internet Banking Services. In order to further enhance the security of access to your Eligible Accounts, you agree that you will not permit more than one person to use the same password and you may not permit any person other than an Authorized Representative or your Security Administrators to have access to any of the Access Codes. Each Authorized Representative is required to change the password provided by the Bank during that Authorized Representative's first log on session.

Part of the security procedures employed by the Bank to address situations when an Authorized Representative has forgotten his or her password is to change that Authorized Representative's password to the initial password provided by the Bank, which is information that will be available to your Security Administrators. Accordingly, it is imperative that you carefully consider the individuals that you appoint as your primary and "back-up" Security Administrators. Any transaction initiated via accurate Access Codes shall be deemed to have been made by the appropriate Authorized Representative and, therefore, authorized by you. Each password must be at least six and no more than ten characters in length. The password can be a combination of letters (upper and/or lower case) or numbers. Special characters/symbols and blank spaces are not allowed. We recommend that passwords be changed regularly. All passwords will expire every six (6) months.

In addition to requiring that Access Codes be input in order to access the AUSTIN BANK On-line Business Services, the Bank has also implemented other security procedures that may vary depending upon the AUSTIN BANK On-line Business Services plan you have selected, the dollar amount and types of funds transfers that are likely to occur, your financial condition, and your account history with the Bank. These include the imposition of daily and monthly Maximum Transaction Amounts as disclosed on your service forms, requirements for review and approval by additional Authorized Representatives of transactions requested that are over a certain dollar amount or that are of a certain nature (such as wire transfers or ACH credit or debit entries that are accomplished on a "open" template), and callback confirmations by the Bank for transactions of a certain type and/or that exceed a certain dollar amount, as disclosed on the service forms that are included within your accepted AUSTIN BANK On-line Business Application. In addition, the Bank may, from time to time impose other security procedures in connection with certain requested transactions.

You acknowledge use of these Access Codes and the other security procedures set forth in the service forms represent agreed upon and reasonable security procedures, given the nature of services requested and anticipated dollar amount of transactions contemplated. The Bank reserves the right, from time to time, to impose additional security procedures which may involve your implementation of additional approval or other fraud prevention controls, if and as technological advances and/or increases in internet fraud make such additional security procedures warranted and commercially reasonable. We may accept as authentic any instructions given to us via the AUSTIN BANK Internet Banking site through the use of any of your Authorized Representatives' Access Codes, consistent with the requirements of this Agreement and the agreed-upon security procedures outlined in your service forms. When the AUSTIN BANK Business Online Banking or AustinNET services generate items to be charged to any of your Eligible Account(s), you agree that we may debit that account without requiring a manual signature by a person designated as an authorized signer within the deposit agreement, including any signature cards, relating to that Eligible Account and without prior notice to you. You are responsible for familiarizing all Authorized Representatives and your Security Administrators with the terms of this Agreement; for keeping the AUSTIN BANK Business On-line Banking and AustinNET Access Codes confidential; and for limiting their dissemination to Authorized Representatives and your designated Security Administrator(s).

**3) Available Services.** AUSTIN BANK Business Internet Banking Services are offered in two different plans that provide different levels of access, transactional capabilities, and security procedures. These plans consist of the "Business Online Banking" and "AustinNET" plans, which are generally summarized in Appendix A, attached to this Agreement. Depending upon the plan selected, the following services are available through AUSTIN BANK Business Internet Banking Services:

a) Account Information. (ALL plans.) Permits Authorized Representatives to obtain balance and transaction information about your Eligible Accounts. Please note that balance information may not reflect outstanding checks or other items. Balances may also be subject to a hold (which will not necessarily be evident from the AUSTIN BANK Business On-line Banking or AustinNET screen, but which you would have received written notice of when the Bank placed the hold). Please also note that online transaction history for Eligible Accounts is limited; you may need to check the statements that we have previously sent you for information prior to the first day covered by the On-line transaction history. You may download your Eligible Account(s) information into software such as Intuit Quicken®, Intuit QuickBooks® or Microsoft Money®.

b) Internal Funds Transfers. (All plans.) Allows Authorized Representatives to transfer money between Eligible Accounts with us. Transfers may be scheduled to be initiated on the current Business Day, on a future date, or on the same date of each month with Business Online Banking or AustinNET, subject to the restrictions of this Agreement and other agreements between you and the Bank (including, but not limited to those contained in the Deposit Account Agreement that limit the number of transfers that may be made from your account during any monthly period).

Although your Authorized Representatives can enter transfer information through the AUSTIN BANK Business Internet Banking Services twenty-four (24) hours a day, seven (7) days a week, transfers can be initiated by the Bank only on Business Days. Funds will be deducted from your account on the Business Day for which your Authorized Representative directs the transfer to be initiated by the Bank. This date is referred to in this Agreement as the "Transaction Date." If the date designated as the Transaction Date is not a Business Day, the Transaction Date will be deemed to be the Business Day following the date that your Authorized Representative designated. Transfer instructions must be received by the Bank not later than 2:00 p.m. Central Time on any Business Day (the "Cut-Off Time") in order for the transaction to be completed on that Business Day. If instructions for a "same day" transfer are received after the Cut-Off Time or on a day that is not a Business Day, your Authorized Representative will be deemed to have directed that the transfer occur on the following Business Day. For purposes of this Agreement, "Business Day" means Monday through Friday, excluding Bank holidays. Recurring transfers are those made for the same amount and are made on a weekly, bi-monthly, monthly or other periodic basis. Once started, recurring transfers will be made automatically until your account(s) no longer has sufficient funds in it or your Authorized Representative cancels such transfer online.

Pursuant to federal law, you and your Authorized Representatives collectively may perform no more than six funds transfers, payments or preauthorized withdrawals per month from any money market account. If you exceed the maximum number of allowable transfers, payments or preauthorized withdrawals on any money market account, the Bank will take such steps as it reasonably deems necessary to ensure your future compliance with allowable transfer limits, including terminating your AUSTIN BANK Business Internet Banking Services. Allowable transfers and withdrawals on any savings account are limited to a maximum of three per month. Additionally, excess withdrawals are subject to a per transaction excess withdrawal fee as set in our schedule of fees and services, as amended from time to time.

c) Stop Payments. (All plans.) Allows your Authorized Representatives to initiate stop payment(s) on check(s) drawn on your Eligible Accounts via on-line instructions to the Bank, irrespective of the signer on the item. This feature cannot be used to stop payment via Business Internet Banking Services on an automated clearing house transfer (ACH), a wire transfer, or a paper draft. To access the Stop Payment Service, your Authorized Representative must log-on to AUSTIN BANK Business On-line Banking or AustinNET Services by entering his or her Access Codes as directed by the Internet Banking screen message and select "Stop Pay" from the account level menu. To be effective, the stop-payment order must precisely identify the number, amount of the item, and the payee. You authorize us to follow the Stop Payment instructions that we receive on-line via access that was gained through the use of the Access Codes for the appropriate Authorized Representative(s) and to debit the Eligible Account (or any of your other accounts) for a stop payment fee in accordance with the Bank's current schedule of fees. We must receive the Stop Payment instruction in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item, unless we have, due to certain "same day" transactions, essentially honored the item before the cutoff time, such as would occur if we paid the item in cash or we issued a cashier's check for the item. We will acknowledge our receipt and processing of Stop Payment instructions by an "approved" message appearing on the AUSTIN BANK Business On-line Banking or AustinNET screen. Given the above limitations about certain "same day" transactions, however, such "approved" message does not mean that the Bank has successfully stopped payment on the item. Stop Payment requests are valid for a period of six (6) months unless your Authorized Representative cancels it or renews it, provided that we have not already returned the check. We may pay the check when the stop payment order expires. The order may be renewed for additional six (6) month periods at the fee in effect when the renewal is placed. Your Authorized Representative may cancel a stop payment at any time through the use of the Stop Payment screen. If you write a new check to replace one on which you have placed a stop payment order, be sure it has a different check number and date. It is also helpful to write the word "replacement" on it so it is not mistaken for the original check. Stop payment requests sent to us via electronic mail (via your personal or company email system) or in any manner other than the procedures set forth in this paragraph will not be accepted.

d) Wire Transfers. (AustinNET plan.) Wire transfer services are subject to the terms and conditions of the Bank's Wire Transfer Authorization form. A single template that is not an "open" template will, at a minimum, specify the receiving bank, receiving bank routing number, beneficiary name and account number, and, if for a recurring or repetitive wire, the scheduled date or frequency for the transfer. An "open" template is one in which less than all of the minimum information set forth above is specified.

You may change your templates by completing and delivering to us a new AUSTIN BANK Business On-line Service application form and paying the applicable change fee.

e) Automated Clearing House (ACH) Origination. (Business Online Banking and AustinNET plans.) Under both plans, Authorized Representatives are permitted to originate ACH "file" transfers, which specify a number of ACH accounts to credit and/or debit. Single ACH entries, which specify a single account to debit or credit, are permitted only in the AustinNET plan. ACH Origination services are subject to the terms and conditions referenced in the ACH Origination Agreement and Application.

f) Business Bill Payment Services. First time users of Austin Bank Business Bill Payment Services will be required to accept an additional online Agreement specific to Bill Payment Services. Please read this Agreement thoroughly, since it contains applicable fees, rules, restrictions and guidelines related to Business Bill Payment Services. Upon acceptance of the Business Bill Payment Agreement, that Agreement becomes an addendum to this Agreement and a part of your overall Online Services Agreement with Austin Bank.

4) **Customer Service.** Answers to Internet Banking frequently asked questions can be found by using the Help Button shown on the various online banking screens. Additionally, you may communicate with your Austin Bank Office by utilizing the Contact Us link shown on the Austin Bank Internet Home Page using a personal computer to send and receive written messages electronically (Internet e-mail). This method is very effective for requesting additional information, questions, comments and other miscellaneous correspondence. \* HOWEVER AT THIS TIME, E-MAIL IS NOT A SECURE METHOD OF COMUNICATION AND CONFIDENTIAL INFORMATION SHOULD NOT BE SENT OVER THE INTERNET EMAIL. You may also contact one of our Customer Service Representatives at 800-644-9275, Ext.2222 between the hours of 8 AM & 5 PM, Monday - Friday, excluding Bank holidays.

5) **Equipment.** You are responsible for obtaining, installing, maintaining and operating all computer hardware, software and Internet access services necessary for performing AUSTIN BANK Business Internet Banking Services. IT IS YOUR RESPONSIBILITY TO PROTECT THE SECURITY OF YOUR OWN COMPUTER SYSTEM AND TO PROTECT YOUR COMPUTER AGAINST VIRUSES, WORMS, TROJAN HORSES AND OTHER ITEMS OF A DESTRUCTIVE NATURE. The Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware, software or any Internet access services.

6) **Business Days/Hours of Operation.** Business hours vary by branch location. Please contact your local Austin Bank office for further clarification on specific office hours. Telephone Customer Service is available from 8:00 a.m. to 5:00p.m. Central Time, Monday through Friday, except bank holidays. AUSTIN BANK Business Internet Service is available 24 hours a day, 7 days a week except during maintenance periods or circumstances beyond our reasonable control. All Internet Banking transactions initiated after the Bank's cutoff time will be posted to the appropriate account on the next Business Day.

7) **Documentation.** All wire transfers, ACH entries, fund transfers, and or/fees made or incurred in connection with AUSTIN BANK Business Internet Banking Services will appear on the monthly statements for the affected Eligible Account(s).

8) **Fees.** In consideration of the access to and/or use of AUSTIN BANK Business Internet Banking Services granted under this agreement, you agree to pay the Bank the fees specified in Appendix A for the AUSTIN BANK Business Internet Banking Services plan you have selected. If and when any fees are assessed or changed, a minimum of 30 days' notice will be given to any affected AUSTIN BANK Business Internet Banking Service customers. Other transactional fees (such as, without limitation, insufficient funds fees, and costs and expenses, including reasonable attorney's fees incurred by the Bank in collecting any overdraft created through the payment of a check, transfer, or other item if your account(s) does not contain sufficient collected funds) may apply as indicated in the fee schedule set forth in the Bank's schedule of fees and charges published from time to time. You authorize the Bank to deduct all applicable fees from the commercial checking account you designate, or if such account is insufficient, from any other account you maintain with the Bank (except for such accounts that you hold in a special or fiduciary capacity for the benefit of another). You are responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with AUSTIN BANK Business Internet Banking Services.

9) **Limitation of Access/Security/Bank's Right to Terminate or Refuse to Process Instructions.** The Bank may terminate AUSTIN BANK Business Internet Banking Services in whole or in part at any time without prior notice. The Bank reserves the right to limit or suspend any Authorized Representative's use of AUSTIN BANK Business Internet Banking Services at any time and to refuse to process any funds transfer or other instructions received via AUSTIN BANK Business Internet Banking

AUSTIN BANK Business Internet Banking Agreement

Client Initials\_\_\_\_\_

Services under circumstances that causes the Bank, in its sole discretion, to question the authority or validity of instructions received or that cause the funds transfer instructions to exceed the applicable daily or monthly Maximum Funds Transfer Amount, as specified in the applicable service forms.

In order to maintain secure communications and reduce fraud, you agree to protect the security of all numbers, codes and other means of identification (including, without limitation, your account numbers and the Access Codes provided to your Authorized Representatives). We reserve the right to block access to AUSTIN BANK Business Internet Banking Services to maintain or restore security to our website and systems if we reasonably believe the Access Codes for one or more of your Authorized Representatives have been or may be obtained or are being used or may be used by any unauthorized person. You agree to cooperate with us in any investigation relating to the security of our website and/or suspected unauthorized usage of the AUSTIN BANK Business Internet Banking Services. You may only use AUSTIN BANK Business Internet Banking Services in connection with your Eligible Accounts.

10) **Termination.** If you want to terminate your company's or any of your Authorized Representative's access to the AUSTIN BANK Business Internet Banking Services, you must contact our Customer Service in person or by phone at 1-800-644-9275 during business hours. If you call, we will also require you to present your request in writing and, if such request relates to terminating access rights to one or more Authorized Representatives (without terminating the AUSTIN BANK Business Internet Banking Services for your company in its entirety), we may require supporting resolutions or other documents that authorize such instructions. You or your Security Administrator may delete an Authorized Representative through the Administrative screen in Business Online Banking or AustinNET. We reserve the right to terminate the AUSTIN BANK Business Internet Banking Services, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated) to immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the AUSTIN BANK Business Internet Banking Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of the system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter an Access ID or password as an indication of an attempted security breach. Termination of the AUSTIN BANK Business Internet Banking Services does not affect your obligations under this Agreement with respect to occurrences before termination or your obligation to cooperate with us after termination.

11) **Your Responsibility.** Use of your assigned Access Codes is an important part of the agreed upon security procedures that are designed to limit access to AUSTIN BANK Business Internet Banking Services to your Authorized Representatives. In order to prevent unauthorized access to your accounts and to prevent unauthorized use of AUSTIN BANK Business Internet Banking Services, you agree to keep confidential, and to not give or make available your Access ID, Password or other means to access your accounts to any person that is not authorized to access your accounts in the manner contemplated by this Agreement. You also agree that you will institute and maintain procedures in place that will prohibit Authorized Representatives from storing Access Codes on computers or undertaking any action that will permit an automatic "log-on" or otherwise negate the requirement that the Access Code be affirmatively entered by the Authorized Representative each time access is sought to the AUSTIN BANK Business On-line Banking or AustinNET Service or that would jeopardize the confidentiality of the Access Codes provided. The loss, theft or unauthorized use of your account numbers, or the Access IDs and Passwords of your Authorized Representatives could cause you to lose some or all of the money in your accounts, plus any amount available under your credit line. If you disclose your account numbers, Access IDs and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. You are responsible for all transfers, wire transfers and ACH entries using the agreed upon access and security procedures. You will be responsible for any transactions instructed under AUSTIN BANK Business On-line Banking or AustinNET through the appropriate Access IDs and Passwords and the performance of the other applicable security procedures, if any, as indicated by the applicable service forms. You agree to immediately notify us by calling 800-644-9275, Ext. 2222 during normal customer service hours of any unauthorized use of your account numbers, or your Authorized Representatives' Access IDs and Passwords or of any other breach of security, or if you believe someone may attempt to use AUSTIN BANK Business Internet Banking Services without your consent or has transferred money without your permission. We cannot accept notification of lost or stolen user codes or passwords or unauthorized transfers via your company or personal e-mail. All changes in Authorized Representatives or Security Administrators (or the level of access or transfer authority granted to any of them) will require the completion, execution, and delivery of a new AUSTIN BANK Business On-line Banking or AustinNET Service Application (including supporting resolutions or other evidence of authority, each in a form satisfactory to the Bank) to and acceptance thereof by the Bank.

12) **Liability; Indemnification.** NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE ONLINE SERVICES AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT AND ANY ADDENDUM HERETO.

WE SHALL BE LIABLE ONLY FOR MATERIAL LOSSES, WHICH ARE THE DIRECT RESULT OF OUR OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT IN PERFORMING THESE SERVICES. WE SHALL HAVE NO LIABILITY FOR FAILURE TO PERFORM ANY SERVICES IN THE EVENT SUCH FAILURE OR DELAY IS DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, FAILURE OR DISRUPTION OF ELECTRIC POWER OR TELECOMMUNICATIONS SYSTEMS. WE SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES OR INDIRECT LOSS UNDER ANY CIRCUMSTANCES.

EXCEPT TO THE EXTENT THAT WE ARE LIABLE UNDER THIS AGREEMENT, YOU AGREE TO INDEMNIFY AND HOLD US AND OUR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS, DEMANDS, JUDGMENTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THESE SERVICES. YOU AGREE THAT THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

13) **Miscellaneous Terms.** In addition to this Agreement, you agree to comply with all applicable account agreements, including, without limitation, the Deposit Account Agreement and the Funds Transfer Agreement, and with all applicable State and Federal laws and regulations.

The Bank may amend or change this Agreement (including applicable fees and service charges) by sending you written notice by regular mail sent to your address as it appears on your account records. Any use of the AUSTIN BANK Business Internet Banking Services after we send you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the programs, services and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related material, and to limit access to AUSTIN BANK Business Internet Banking Services to the more recent revisions and updates.

We shall not be deemed to have waived any of our rights or remedies hereunder 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.

14) **Assignment.** You may not transfer or assign your rights or duties under this Agreement.

15) **Governing Law.** THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THIS AGREEMENT AND ITS INTERPRETATION AND ALL TRANSACTIONS HEREUNDER, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS RULE OR PRINCIPLE THAT MIGHT RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS REVIEWED THIS CUSTOMER AGREEMENT, UNDERSTANDS THE TERMS AND CONDITIONS SET FORTH HEREIN, AND AGREES TO BE BOUND HEREBY. YOU ALSO AGREE TO THE EXCLUSIVE JURISDICTION AND VENUE FOR ALL DISPUTES RELATED TO THIS AGREEMENT TO BE HELD IN THE COURTS OF LAW IN CHEROKEE COUNTY TEXAS.

16) **Amendments/Notification Requirements.** We can change a term or condition of this Agreement by mailing or delivering to you a written notice at least thirty (30) days before the effective date of any such change. We do not need to provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain and restore the security of our system or an account. However, even in these cases, if the change is to be made permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement that we send you, or within thirty (30) days, unless disclosure would jeopardize the security of our system or an account. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you in the Bank's records relating to your Eligible Accounts.

17) **Use of AUSTIN BANK Website.** Through your Authorized Representative(s)' access to the AUSTIN BANK Business Internet Banking Services, you hereby acknowledge that such Authorized Representative will be entering a protected web site owned by the Bank, which may be used only for authorized purposes. The Bank may monitor and audit usage of the website. Any fraudulent mis-use or otherwise unauthorized usage of the AUSTIN BANK Business Internet Banking Services website or any fraudulent information submitted via such website is subject to prosecution under the Computer Fraud and Abuse Act of 1986.

Business Internet Banking Agreement

CUSTOMER:

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BANK: AUSTIN BANK

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 200 Commerce Street  
Jacksonville, TX 75766

Date Accepted: \_\_\_\_\_