

## Texas Financial Bank - Mobile Terms and Conditions

1. Eligible Enrollees. You have agreed to accept mobile banking services (the "Services") in accordance with these Mobile Terms and Conditions. The Services are only available to Internet banking customer of your financial institution. The terms and conditions of your Internet Banking and Bill Payment Agreement apply to Internet banking and bill payment services that you receive through the Service. By accepting and using the Service, you agree to comply with your Internet Banking and Bill Payment Agreement as well as these Mobile Terms and Conditions.

2. General. Access to your financial institution's Internet banking services via your mobile device is powered by the mobile technology solution owned by mFoundry, Inc (the "Licensor"). The Licensor is not the provider of any of the financial services available to you through the Software (defined below), and Licensor is not responsible for any of the materials, information, products or services made available to you through the Software.

3. Ownership. You acknowledge and agree that the Licensor is the owner of all right, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Software"). You may not use the Software unless you have first accepted the Mobile Terms and Conditions.

4. License. Subject to the terms and conditions of this Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine readable object code form only) in accordance with the terms of this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of your financial institution's services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by this Agreement are hereby reserved by the Licensor. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason, by you, the Licensor or your financial institution. Upon termination, you agree to immediately destroy all copies of any Software which had been downloaded to your mobile device or otherwise in your possession or control.

5. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright of Licensor or your financial institution.

6. Updates. The terms of this Agreement will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern.

7. Text Messages. Text messaging services are provided by your financial institution and not by any other third party. You and your financial institution are solely responsible for the content transmitted through text messages sent between you and your financial institution. You must provide source indication in any text messages you send (e.g. mobile telephone number, "From" field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier.

8. Consent to Use of Data. You agree that the Licensor may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Software. The Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies.

9. Export Restrictions. You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

10. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

11. Disclaimer of Warranty. THE SOFTWARE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

12. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MFOUNDRY OR ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR

CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, THE LICENSOR'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. Miscellaneous. This Agreement constitutes the entire agreement between you and the Licensor concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and you expressly consent to jurisdiction and venue thereof and therein. This Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

#### END USER TERMS FOR SMS

The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from your financial institution. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.

The services are provided by your financial institution and not by any other third party. You and your financial institution are solely responsible for the content transmitted through the text messages sent to and from your financial institution. You must provide source indication in any messages you send (e.g., mobile telephone number, 'From' field in text message, etc.).

Mobile Check Deposit Service (Service) This Service is designed to allow you to present an image of a legal representation, as defined by federal law, of a check to be deposited into your Institutions checking or savings account electronically.

#### Service Definitions

"Service" refers to Mobile Check Deposit Service of the Financial Institution.

"You" refers to the Financial Institution.

"I", "me", and "mine" shall refer to each Member/Customer who is eligible for and uses Mobile Check Deposit.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

As part of this Service, I must only use official and up to date Financial Institution applications. I am responsible for all the data that I submit to you which must accurately represent the information on the original check(s). I agree that the electronic image of the item submitted to the Financial Institution, as defined by federal law, is a legal representation of the check for all purposes, including return check processing.

When using this Service, I may experience technical or other difficulties. You do not assume liability for any technical or other difficulties that I may incur. You reserve the right to change, suspend or revoke services, immediately and at any time without prior notice to me. In the event this Service is not available to me, I acknowledge that I can attempt to deposit my check at a branch office location or by mail.

**Eligible Accounts.** Only Checking and Savings accounts are eligible for this Service

**Charges or Fees.** The Financial Institution does not charge a usage fee for this Service. You reserve the right to start charging for this Service at any time. If an item I transmit for deposit is dishonored, rejected or otherwise returned unpaid, I agree that you may charge back the amount of the return to the account the check was originally deposited to and I will be assessed a fee in the amount shown on the Financial Institutions current Schedule of Fees and Charges for a returned check. If there are not sufficient funds in my account to cover the amount of the returned check, the account will be overdrawn and I will be responsible for payment. I agree the Financial Institution may debit any account maintained by me in order to obtain payment of my obligations under this Agreement. I acknowledge that wireless providers may assess fees, limitations, or restrictions. I agree that I am solely responsible for all such fees, limitations, and restrictions, and that you may contact me via my wireless device for any purpose concerning my accounts at the Financial Institution, including but not limited to account servicing and collection purposes.

**Eligible Items.** I agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC, Availability of Funds and Collection of Checks.

**Ineligible Items.** I agree that I will not use this Service to scan and deposit any ineligible items including but not limited to the following:

**Endorsement Requirements.** I agree to endorse all items with my signature, my account number, and print "For Mobile Deposit Only" on all items. The Financial Institution reserves the right to reject all items that are not endorsed as specified.

**Deposit Limits.** When using the Service to deposit funds, such deposits are limited to the Financial Institution's defined deposit segments and associated limits.

**Receipt of Items.** You reserve the right to reject any item transmitted through this Service, at your discretion. You are not liable for items you do not receive or for images that are not transmitted completely. An image is considered received when I receive a confirmation screen after submitting my Mobile Check Deposit. However, such notification does not mean that the transmission was without error. Once an item is reviewed and approved, my account will be credited at the end of the business day.

Retention and Disposal of Items. I agree to retain each Mobile Check Deposit item for seven business days after my funds have been posted to my account. After seven business days, I agree to dispose of the item(s) in a way that prevents representing for payment (i.e. shredding). Upon receipt of these funds I agree to mark the item prominently as "Void", and I agree to store each retained item in a secured locked container until such proper disposal is performed. I will promptly provide any retained item to the Financial Institution as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item.