Bask Bank®

# Account Agreement
# Terms and Disclosures

Effective May 27, 2026

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## I. Welcome to Bask Bank®

Welcome to Bask Bank®. We appreciate your business and will work hard to earn your trust. Your Account with Bask Bank® and the products and services we offer in connection with your Account are subject to rules that protect both you and us. Please read this Account Agreement, Terms and Disclosures ("Agreement") and the accompanying notices carefully and in their entirety so that you understand your rights and responsibilities which pertain to your Account relationship with us.

**CONTACTING BASK BANK®**

You understand that you can contact us at the information listed in the "Our Bask Bank® Customer Support Information" section of these terms with any questions or concerns.

**AGREEMENT**

This Agreement governs your Account(s) and any services we provide related to your Account(s). By checking the box provided you are agreeing to the terms of this Agreement and all disclosures that have been included. By opening and maintaining an Account with us, you accept and agree to be bound by this Agreement and to any subsequent amendments, changes or modifications to this Agreement. Without limiting the foregoing, the date on which you open an Account is the date such Account is established in our records, subject to you providing us with all documentation required to establish the Account. You expressly authorize us to use this date as the opening date of your Account(s). Our relationship will be defined by this Agreement, unless otherwise expressly agreed in writing and the relationship with you will be that of debtor and creditor. No fiduciary, quasi-fiduciary or any other special relationship exists between you and us. Any internal policies or procedures, if any, that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence. There are no third-party beneficiaries to this agreement.

**ACCOUNT OWNERSHIP**

**THE TYPE OF ACCOUNT OWNERSHIP MAY DETERMINE HOW FUNDS IN YOUR ACCOUNT ARE PAID UPON YOUR DEATH, EVEN IF YOUR WILL STATES OTHERWISE. PLEASE CONSULT YOUR ESTATE PLANNING ADVISOR OR ATTORNEY ABOUT YOUR CHOICES.**

If your account is a type listed under "Personal Accounts" in our product information, you agree not to use it for business purposes. Ownership of your account is determined by the most current online Account Agreement, Terms and Disclosures document on file. However, we are authorized to rely on the account ownership information contained in our deposit system unless we are notified that the most current online Account Agreement, Terms and Disclosures document on file and the deposit system contain different information.

**1. Solely Owned Account**

When only one individual is listed as the owner of an account, we will treat the account as a solely owned account.

The Account is only available to a Single Party; one natural person who owns the account and who is the only person with present rights to the account. You may choose for your account to be Single Party without Payable on Death or Single Party with Payable on Death (see bullet points below). Bask Bank® provides you with the option to name one or more natural persons to whom the balance in your account will be payable upon your death (each a "Beneficiary"). Unless and until You designate one or more Beneficiaries, Your account will be considered Single Party without Payable on Death. Once you establish one or more Beneficiaries with Bask Bank®, your account will be considered Single Party with Payable on Death and the balance in your account will be payable in equal portions to each Beneficiary. Any Beneficiary designation is subject to You providing Bask Bank® with appropriate information and any Beneficiary designation may be refused or removed if our requirements are not met.

The designation of Beneficiaries for your Account will not be changed by Your will and could have an impact on your wealth transfer plans. We recommend that you consult with your accountant or attorney. You may contact Bask Bank® Customer Support to add or remove a Beneficiary or to update the information related to any previously designated Beneficiary.

- **Single Party without Payable on Death:** The Party to the Account owns the Account. Upon the death of the Party, ownership of the Account passes as part of the Party's estate under the Party's will or by intestacy.
- **Single Party with Payable on Death:** The Party to the Account owns the Account. Upon the death of the Party, ownership of the Account passes to the payable on death beneficiaries of the Account. The Account is not part of the Party's estate.

**2. Joint Accounts**

When two or more people are listed as owners of a personal account, the account is a "joint account" and each owner is a "joint owner." Each joint owner has complete control over all of the funds in the account.

If your joint account becomes overdrawn, each joint owner is liable for the full amount the account is overdrawn, regardless of who initiated or benefited from the activity that caused the overdraft.

If one joint owner requests that we not pay transactions initiated by a different joint owner, we may block the account, but we are not required to do so. That means we will refuse to pay all transactions, including transactions initiated by the owner making the request. If we block the account, we may not release the block unless all joint owners agree in writing to remove it. No request to block the account will affect transactions that we paid before the request. If we decide not to block the account, all joint owners remain responsible for transactions subtracted from the account.

Any joint owner may close the account without the knowledge or consent from any other joint owners. We may choose whether or not to act upon other instructions of any joint owners, including adding another owner to the account, without the authorization of the other joint owners. We may also pay all or any part of the funds in the joint account to a court or government agency if we receive a garnishment, levy or similar legal process that identifies any of the joint owners.

**Joint Account with Rights of Survivorship**

If a joint account has rights of survivorship and one joint owner dies, the account ownership will be transferred to the surviving joint owners. This means that all sums in the joint account on the date of death belong to the surviving joint owners and the estate of the deceased owner will have no rights to the account. If there is more than one surviving joint owner, the account will continue as a joint account with rights of survivorship among the remaining owners. If an account is designated "JAWROS" or "JTWROS," it has rights of survivorship.

**When Survivorship Rights Apply**

Except as otherwise stated in this paragraph, a joint account has rights of survivorship unless you clearly indicate in the online Account Agreement, Terms and Disclosures document and in the account title that the account is created without these rights.

If a joint account also contains a "payable on death" or "in trust for" designation, the account includes a right of survivorship and is payable to the beneficiary only upon the death of the last surviving owner. If your Account earns mileage, Miles Awarded to you are subject solely to the terms of the AAdvantage® program; Awarded Miles are not a part of your Bask Mileage Savings and are not subject to any Beneficiary designation for your Bask Mileage Savings.

**YOUR RIGHT TO FILE A COMPLAINT**

Bask Bank® is a division of Texas Capital Bank. Texas Capital Bank is state-chartered under the laws of the State of Texas and by state law is subject to regulatory oversight by the Texas Department of Banking ("TDB"), the Federal Deposit Insurance Corporation ("FDIC") and the Consumer Financial Protection Bureau ("CFPB"). Any consumer wishing to file a complaint against us should contact the TDB, FDIC or CFPB as follows:

**Federal Reserve**
**Consumer Help**
PO Box 1200
Minneapolis, MN 55480

www.federalreserveconsumerhelp.gov/

**Phone**: 888.851.1920

**TTY:** 7-1-1 via a relay service

**Texas Department of Banking**
**Consumer Assistance Activities**
2601 N. Lamar Blvd.
Austin, Texas 78705-4294

https://www.dob.texas.gov

**Phone**: 877.276.5554

**Facsimile:** 512.475.1313

**Email:** consumer.complaints@dob.texas.gov

**Consumer Financial**
**Protection Bureau**
P.O. Box 27170
Washington, DC 20038

https://www.consumerfinance.gov/complaint

**Phone:** 855.411.CFPB (2372)

**TTY/TDD:** 855.729.CFPB (2372)

**Facsimile:** 855.237.2392

## II. General Terms

**GENERAL DEFINING TERMS WITHIN AGREEMENT**

Certain words and phrases appear throughout this Agreement. For purposes of this Agreement the following words and phrases shall have the following meanings:

**Access Device:** Refers to any debit card, Personal Identification Number (PIN), password or code used to initiate an electronic transfer of funds.

**Account or Deposit Account:** Refers to any consumer deposit account (e.g. a Checking Account, Savings Account or Certificate of Deposit) you open or maintain with us.

**Agreement:** Refers to this Agreement and applies to all deposit accounts, products and services maintained at or received from Bask Bank® and the disclosures identified within this Agreement.

**ACH:** Represents the Automated Clearing House which is governed by the National Automated Clearing House Association (NACHA) and its Operating Rules.

**ACH Entry:** Refers to an Automated Clearing House Item.

**ACH Credit Entry:** Refers to an Automated Clearing House Item that results in a credit to your Account.

**ACH Debit Entry:** Refers to an Automated Clearing House Item that results in a debit to your Account.

**Affiliate:** Refers to a company we own or control, a company that owns or controls us or a company that is owned or controlled by the same company that owns or controls us. Ownership does not mean complete ownership, but means owning enough to have control.

**Automated Clearing House Item:** Refers to any Item that processes through the Automated Clearing House network which is governed by the National Automated Clearing House Association (NACHA) and its Operating Rules.

**Available Balance:** The balance in your account that is immediately available for the posting, payment or authorization of payment, withdrawal or other debit transactions. Funds subject to holds (e.g., funds availability holds or delays or transaction authorization holds) will not be available for the posting, payment or authorization of payment, withdrawal or other debit transactions. The balance available throughout the day for the authorization of payment and withdrawal transactions may increase or decrease as our deposit systems receive or recognize transactions on your account.

**Bask Bank®, Bank, we, our and us:** Refers to Texas Capital Bank. Furthermore, you acknowledge and agree that the terms "bank," "we," "our" and "us" are used throughout this Agreement without regard to case.

**Business Day:** Refers to Monday through Friday, except for federal holidays.

**Cash:** Refers to money in the form of bills or coins.

**Checks:** Refers to a Negotiable Instrument or other draft drawn against deposited funds to pay a specified amount of money to a specific Payee upon demand and includes substitute checks.

**Consumer:** Refers to an individual that maintains his/her Account primarily for personal use.

**Current Balance:** The total amount of money recorded in your Account, including funds not yet available for your use. This includes pending transactions, authorization holds and deposits that have not yet been made available. Refer to your Account's Available Balance to determine the funds currently available to you for immediate withdrawal.

**Customer-Generated Transactional Activity:** ACH, wire transfer or debit card transaction initiated by the customer which debits or credits to the account.

**Day or Days:** Refers to a calendar day including Saturdays, Sundays and federal holidays.

**Electronic Funds Transfer:** Refers to any electronic transaction initiated by a Consumer using an Access Device for personal, family or household purposes which is governed by Regulation E.

**Funds Transfer:** Refers to all Wire Transfer requests, Automated Clearing House Items and all other internal and external transfer requests, which are subject to final collection or subsequent return.

**Grace Period:** Refers to the 10 days from date of maturity and thereafter which allows withdrawal or new deposits for time accounts.

**Insufficient Funds:** Refers to an Item which presents against your Account for payment that is dishonored by us due to inadequate funds in your Account.

**Item:** Refers to any debit Item that may be charged or otherwise paid against your Account, as well as any Check or any credit Item that may be deposited or otherwise credited to your Account.

**Maturity Date:** Refers to the specific date when the agreed upon term of a Certificate of Deposit (CD) ends.

**May:** Refers to an act that may or may not be taken in the sole discretion of Bask Bank®, but in no event shall impose an obligation on Bask Bank® to take such action or refrain from acting. You acknowledge and agree that the term "may" is used throughout this Agreement without regard to case.

**Negotiable Instrument:** Refers to a transferable, signed document that promises to pay the Payee a sum of money at a future date or upon demand, such as a Check.

**Non-Affiliated Third Party:** Refers to a company that is not affiliated with us.

**Non-Personal:** Refers to an entity that maintains its Account primarily for business purposes.

**Non-Public Personal Information:** Refers to information about you that we collect in connection with providing a financial product or service to you. Non-Public Personal Information does not include information that is available from public sources, such as telephone directories or government records.

**Online Banking System:** Refers to our secured system which allows you to perform banking activities by way of the Internet.

**Overdraft:** Means any event that results in your Account having a negative Current Balance.

**Parties:** Refers to the depositor and the issuer of this Account.

**Party:** Refers to an individual or entity who/that has contractual rights to the Account.

**Payee:** Refers to an entity, Personal or Non-Personal, who/that receives a payment by way of Check or electronic means, usually through an obligation of the Consumer or Non-Consumer who/that initiated the payment. In the context of the Bask Bank Bill Center Service and a Bill payment, Payee refers to a business or entity designated in the related payment instructions as the recipient of the Bill Payment.

**Periodic Statement:** Refers to a summary which lists the activity on your Account for a specified period of time.

**Personal Account:** Refers to any Deposit Account held by us which is established primarily for personal, family or household use.

**Settlement Date:** Refers to the date on which the funds from an ACH Entry are received by Us or disbursed by Us, depending on the type of ACH transaction. ACH transactions may post to your Account prior to the Settlement Date.

**Substitute Check:** Refers to a legally reproduced paper replica of the original Check that contains an image of the front and back of the original Check.

**Third Party:** Refers to an individual or entity other than the Deposit Account, Bask Bank® and our Affiliates to which you may have an obligation or commitment.

**UCC:** Refers to the Uniform Commercial Code as enacted by the State of Texas and as such may be amended from time to time.

**Uncollected Funds:** Refers to a deposit by check which has not yet been collected by us. Items which present against Uncollected Funds may be returned by us as an Insufficient Funds Item.

**Wire Transfer**: Refers to an electronic transfer of funds through the Federal Reserve Bank's Fedwire. Although a Wire Transfer is an electronic payment, it does not process as an Automated Clearing House Item or an Electronic Funds Transfer Item.

**You and Your:** Refers to the person who established the Account with us. Furthermore, you acknowledge and agree that the terms "you" and "your" are used throughout this Agreement without regard to case.

## DEFINING TERMS WITHIN AGREEMENT FOR MILEAGE SAVINGS ACCOUNTS

Certain words and phrases appear throughout this Agreement. For purposes of this Agreement the following words and phrases shall have the following meanings:

**Accrued Miles:** Refers to miles that are being tracked as you participate in activities and which will be considered Earned Miles upon fulfillment of all conditions specified for receiving the specific award. Time limits may be placed on completion of all specified requirements and failure to complete all requirements within the timeframe could result in forfeiture of miles that have been accrued but not earned.

**Award Date:** Refers to the date on which Earned Miles will be purchased on your behalf and contributed to your designated AAdvantage® account by Bask Bank®. Miles earned for maintaining funds in your Account will be Awarded monthly on or before the fifth Business Day of the following month. Miles earned for completing specified activities will be Awarded within the timeframe specified for that activity.

**Awarded Miles (also Miles Awarded):** Refers to Earned Miles that Bask Bank® has purchased on your behalf and contributed to your designated AAdvantage® account. Once miles have been contributed to your AAdvantage® account ("Awarded") they are in your control, subject to the terms of the American Airlines AAdvantage® program. The AAdvantage® program is under the sole control and administration of American

Airlines and any Awarded Miles contributed by Bask Bank®, on your behalf, are subject to the terms and conditions of the AAdvantage® program. Bask Bank® is not an affiliate of American Airlines and does not have any control over the AAdvantage® program.

**Bonus Miles:** Bask Bank® may offer additional opportunities for you to earn AAdvantage® miles based on completing certain activities. All such offers are referred to as Bonus Miles and any such offer is subject to completion of the requirements Bask Bank® has set for that specific offer, as described in the Promotional Offers Terms and Conditions. Any offer of Bonus Miles is subject to change or termination at any time and without prior notice.

Bask Bank will award the Account Opening Bonus miles within ten (10) Business Days once all of the conditions of this offer have been met. AAdvantage® miles may take 6-8 weeks to post to the linked AAdvantage® account. Please refer to the Promotional Offers Terms and Conditions for information on all current Bonus Miles offers.

**Daily Miles Award Rate:** Equals to the Miles Award Rate divided by 365.

**Earned Miles:** When all conditions for earning a specified set of miles have been fulfilled, those miles are considered to be Earned Miles. Earned Miles will be purchased on your behalf by Bask Bank® and contributed to your designated AAdvantage® account on the Award Date associated with the miles. The only remaining conditions for Earned Miles to be awarded are (i) you must establish and maintain an AAdvantage® account with American Airlines (account holder name must match the Bask Mileage Savings holder name); (ii) provide your AAdvantage® account number to Bask Bank®; and (iii) reach the Award Date associated with the miles. Failure to establish and maintain an active AAdvantage® account number in the same name as the Bask Bank® savings account or failure to provide Bask Bank® with the account number within the timeframe established in this Agreement may result in termination of your Bask Bank® savings account and forfeiture of any Earned Miles and or Accrued Miles.

**Miles Award Rate:** Refers to the number of AAdvantage® miles that will be awarded for each $1.00 of collected funds maintained on deposit for a period of one year. Visit Bask Bank® (www.baskbank.com) to determine the most current Miles Award Rate information.

**Monthly Miles Award Rate:** Equal to the Daily Miles Award Rate multiplied by the number of days in the applicable month.

## CONCERNING USE OF SINGULAR/PLURAL PHRASES AND WORDS

The captions used within this Agreement are for your convenience and reference purposes only and shall not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this Agreement shall be construed so that the singular includes the plural and the plural includes the singular.

## GOVERNING LAWS, RULES AND REGULATIONS

Your Account, this Agreement and all disputes arising from or related to your Account or this Agreement is governed by federal laws and regulations and by the laws of the State of Texas (without regard to its conflict of law principles) and all applicable federal laws, rules and regulations. We reserve all of our rights with respect to the preemptive effect of any applicable federal laws, rules or regulations. All rights we have under the Agreement and applicable laws are cumulative and not exclusive. All Items of deposit and collection that concern your Account are also subject to applicable federal laws and regulations as well as the National Automated Clearing House Association ("NACHA") Operating Rules.

## ALTERNATIVE DISPUTE RESOLUTION (ADR)

**NOTICE OF SETTLEMENT CONFERENCE, MEDIATION, ARBITRATION, WAIVER OF JURY TRIAL AND WAIVER OF CLASS ACTION: THIS AGREEMENT CONTAINS PROVISIONS FOR SETTLEMENT CONFERENCE, MEDIATION, ARBITRATION, WAIVER OF JURY TRIAL AND WAIVER OF CLASS ACTION (SEE SECTION BELOW). BY OPENING YOUR ACCOUNT OR OTHERWISE CONTINUING TO USE YOUR ACCOUNT FOLLOWING RECEIPT OF THESE TERMS AND CONDITIONS, YOU AGREE TO SUCH TERMS. FOR CLAIMS SUBJECT TO BINDING ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO PURSUE SUCH CLAIMS IN COURT OR HAVE A JURY DECIDE SUCH CLAIMS. ADDITIONALLY, YOU WILL NOT HAVE THE RIGHT TO BRING OR OTHERWISE PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING EITHER IN COURT OR IN ARBITRATION.**

**Settlement Conference.** While the Bank would prefer to resolve all possible disputes between us through its regular customer service channels, there may come a time where you have a dispute with the Bank. You agree to try to resolve any possible dispute you have with the Bank prior to initiating arbitration or prior to filing any litigation by agreeing to attend an "in-person" settlement conference at a mutually agreed time and place and if that does not resolve the dispute, to non-binding mediation. Such a settlement conference generally contemplates an in-person meeting where both sides try to meet to resolve the applicable issues and exchange documents and information in an effort to try to resolve the dispute. The Bank wants to learn the reasons and underlying facts regarding the dispute prior to incurring fees and costs in mediation, arbitration or litigation proceeding. If you do not go to an in-person meeting, you agree you will not seek to recover future attorneys' fees and costs from the Bank. Such a meeting contemplates that both parties will act in good faith and negotiations shall remain confidential and all costs and expenses associated with the settlement conference shall be paid by the party incurring such costs or expense.

**Mediation.** If the parties are unable to reach a resolution at a settlement conference, before you file a claim in an arbitration process or before you file a lawsuit, you also agree to make a second effort to try to resolve the dispute by attending a non-binding mediation in the county seat of the Texas county of your permanent residence or if your permanent residence is outside the state of Texas or the US, then in Dallas County. Either you or the Bank may request a mediation upon written notice to the other party and the parties agree to work together to schedule a mediation with a neutral mediator within 45 days of such a request being given. The mediator must be in good standing of the bar for any state in the continental United States and be mutually agreed upon by the parties. Both sides will each equally pay one-half (1/2) of the mediation costs to the mediator. Each side will pay for their own attorney's fees, costs and expenses. If you do not attend this mediation, you agree you will have waived any claim to seek recovery of attorneys' fees and costs from the Bank.

**Binding Arbitration.** If a settlement conference or mediation is unsuccessful, you agree that any dispute, claim or controversy of any kind between you and the Bank (whether it arises out of or relates to this Agreement or to your Account or any transactions involving your Account or any service or product related to your Account or the business dealings between us and you) either you or the Bank can choose to have that dispute resolved by binding arbitration in Dallas County. This arbitration provision limits your ability to litigate claims in court and waives your right to a jury trial. You should review this section carefully.

You will not have the right to participate in a class action lawsuit, either as a class representative or member of any class of claimants for any claim you may believe you have against the Bank. Arbitration is a proceeding in which disputes are decided by one or more neutral arbitrators who issue a binding ruling in the form of an award. That award can then become a judgment entered by a court of competent jurisdiction. You and we understand that discovery and other procedures in arbitration may be more limited than discovery in court proceedings and that the ability to modify, vacate or appeal an award by an arbitrator(s) is strictly limited.

You and we agree, upon written demand made by you or us, to submit to binding arbitration all disputes, controversies and claims, whether based on contract, fraud, tort, intentional tort, statute, regulation, constitution, common law, equity or any other legal basis or theory and whether pre-existing, present or future, that arise out of or relate to: (a) this Agreement, your Account, any transaction involving your Account, any service or product related to your Account or any advertisements, promotions, representations or oral or written statements related to this Agreement or your Account; (b) the relationships that result from this Agreement (including, to the fullest extent permitted by applicable law, relationships with third parties who are not parties to this Agreement or this arbitration provision); (c) your relationship with us that relates to this Agreement or any other agreement or relationship or dealings that you have with us that is not also subject to a different agreement to arbitrate; (d) the dealings between the parties; or (e) the validity, interpretation, scope or enforceability of this Agreement or the interpretation or scope of the Arbitration Clause (collectively or "Claims").

At the option of the first to commence arbitration, you or we may choose to have the arbitration conducted by JAMS ADR ("JAMS") or the American Arbitration Association ("AAA") or you and we may agree upon a different arbitrator. In any event any arbitration under this Agreement shall be conducted in writing in accordance with the AAA Rules, including, if applicable, the AAA's Mass Arbitration Supplementary Rules (collectively the "Rules"). You agree that this arbitration provision is made pursuant to a transaction involving interstate commerce and the Federal Arbitration Act 9 USC, §§1-16 (the "FAA") shall apply to the construction, interpretation and enforceability of this Agreement notwithstanding any other choice of law provision contained in this Agreement.

Either you or we may initiate arbitration by giving written notice of the intention to arbitrate to the other party and by filing notice with JAMS or the AAA in accordance with the Rules in effect at the time the notice is filed. The notice shall set forth the subject of the dispute and the relief requested at a minimum. The demand for arbitration may be made before or after commencement of any litigation. You should contact the AAA at 800.778.7879 or www.adr.org or JAMS at 800.352.5267 or www.jamsadr.com for more information about arbitration. If for any reason the AAA or JAMS is unable or unwilling to serve as arbitration administrator or you and we are unable to agree on another arbitrator, we will substitute another national or regional arbitration organization. Demand for arbitration under this Agreement must be made before the date when any judicial action upon the same Claim would be barred under any applicable statute of limitations; otherwise, the Claim also is barred in arbitration. Any dispute as to whether any statute of limitations, estoppel, waiver, laches or similar other doctrine bars the arbitration of any Claim shall be decided by arbitration in accordance with the provisions of this Agreement. However, notwithstanding anything to the contrary in this Agreement, any dispute regarding the prohibitions in this section or about the enforceability of the arbitration clause shall be resolved by a court and not by the arbitrator(s).

You cannot join together in a dispute with anyone other than persons who use your Account, although this limitation does not affect the ability of a purely governmental entity to institute any enforcement action. Even if other people have disputes similar to a dispute that you and we have, those people and their disputes cannot be part of any arbitration between you and us. Notwithstanding the forgoing, the parties agree that the AAA's Mass Arbitration Supplementary Rules shall be used in the event that Claims against us meet the definition of "Mass Arbitrations," as defined in the Rules and the AAA will administer such Claims in a single, consolidated arbitration pursuant to the Rules. If any part of this section is found to be invalid or unenforceable as to a particular Claim, then such Claim will be severed and arbitrated pursuant to the Rules in an individual arbitration Where the aggregate of all Claims by both you and us does not exceed $250,000, any expedited procedures provided in the Rules ("Expedited

Procedures") shall apply and a single arbitrator shall decide the Claims. Each arbitrator, whether or not acting under Expedited Procedures, shall be an active member in good standing of the bar for any state in the continental United States, have ten (10) years or more practical experience in the banking industry and shall be either: (a) actively engaged in the practice of law for at least 10 years; or (b) a retired judge. You and we agree that the arbitrator(s): (a) shall limit discovery to non-privileged matters directly relevant to the arbitrated Claim; (b) shall grant only relief that is based upon and consistent with substantial evidence and applicable substantive law; (c) shall have authority to grant relief only with respect to Claims asserted by or against you individually; and (d) shall provide a brief written explanation of the basis for the award upon the request of either party and shall make specific findings of fact and conclusions of law to support any arbitration award that exceeds $25,000.

Upon written request by you, for claims up to $50,000, we will pay to the AAA or JAMS the portion of the arbitration filing fee that exceeds the cost of filing a lawsuit in the federal court where you live. Upon written request by you, we may elect, at our sole discretion, to pay or advance some or all of any remaining arbitration fees and other costs. The arbitrator will decide whether we or you ultimately will be responsible for paying any filing, administrative or other fees in connection with the arbitration. If you are the prevailing party in the arbitration, the arbitrator(s) may order us to pay your reasonable and necessary attorney, expert or witness fees (provided you did not waive this right and provided you attended the initial settlement conference and mediation). If the Bank prevails, the arbitrator will order you to pay the Bank's reasonable and necessary attorney, expert or witness fees. Judgment upon any award rendered in arbitration may be entered in any court having jurisdiction.

**WAIVER OF JURY TRIAL: VENUE**

**THIS PROVISION LIMITS YOUR RIGHTS TO A JURY TRIAL. YOU SHOULD REVIEW THIS SECTION CAREFULLY. IF: (A) NEITHER YOU NOR WE SEEK TO COMPEL ARBITRATION OF ANY DISPUTE WE HAVE RELATED THIS AGREEMENT, YOUR ACCOUNT OR ANY TRANSACTIONS INVOLVING YOUR ACCOUNT; OR (B) SOME OR ALL OR THE ARBITRATION CLAUSE IS UNENFORCEABLE AND WE ARE IN A DISPUTE IN A COURT OF LAW, THEN EACH OF US AGREES TO WAIVE ANY RIGHT WE MAY HAVE TO A JURY TRIAL TO THE EXTENT ALLOWABLE UNDER THE LAWS OF THE STATE THAT GOVERN THIS AGREEMENT. IN OTHER WORDS, YOU HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS ACCOUNT OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY YOU, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. THE BANK IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY YOU. IF LITIGATION COMMENCES, YOU MUST FILE A LAWSUIT IN DALLAS COUNTY, TEXAS.**

**CLASS ACTION WAIVER**

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY AGREE THAT ANY CLAIM, LITIGATION OR ARBITRATION ARISING OUT OF ISSUES RELATING TO YOUR ACCOUNT OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US REGARDING YOUR ACCOUNT WILL NOT PROCEED AS PART OF A CLASS ACTION AND YOU AND THE BANK HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO PROCEED IN ANY CLASS ACTION OR SERVE AS A CLASS REPRESENTATIVE.**

**Attorneys' Fees and Other Legal Fees.** In any action between you and us, regardless of whether it is proceeding in court or in arbitration, the prevailing party shall recover their attorneys' fees, costs and expenses (provided you did not waive this right and provided you attended the initial settlement conference and mediation).

**Agreed Statute of Limitation.** Except as otherwise prohibited under applicable law, you agree to bring a Claim against the Bank regarding your Account within the lesser of two (2) years of when a potential cause of action accrues or the minimal amount as allowed in your state if your state limits shortening a statute of limitations in a contract. This provision is intended to contractually limit a possible longer statute of limitation that may apply on a claim you may have against the Bank.

**MANNER OF NOTIFYING YOU**

You agree that we may communicate with you via email, including those for marketing purposes and you further agree to notify us of any changes to your email address. You are not required to accept electronic communications that contain marketing messages; we want you to be aware that this is an option and you will be provided the option to "unsubscribe" with each email. We will inform you of changes that affect your rights and responsibilities as well as any changes, alterations or amendments to this Agreement by way of electronic notices. You acknowledge and agree that we may provide notice to you of a change, alteration or amendment to this Agreement (i) by email; (ii) by delivery with your Periodic Statement; (iii) by posting within our Electronic Banking system; (iv) by access to a link included in an email giving you notice that the information is available; (v) by any other method permitted by law; or (vi) by any combination of the foregoing notification methods. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications for non-telemarketing purposes — including but not limited to text messages, prerecorded or artificial voice message calls and calls made by an automatic telephone dialing system — from us and our affiliates and agents at that number. This express consent includes text messages sent to allow for verification of your identity during the

initial onboarding process. This express consent also applies to each such telephone number that you provide to us now or in the future. Calls and messages may incur access fees from your cellular provider.

## AFFIRMING OUR RIGHT TO AMEND THIS AGREEMENT AND CHANGE ACCOUNT TERMS

You understand and agree that any informational materials or instructional guides we may provide you are provided merely for your convenience and will not change, alter or impose any additional obligations or duties on us unless such materials or instructional guides expressly state our intent to change, alter or amend this Agreement by such materials or instructional guides.

We may change, alter or amend this Agreement and/or the terms of your Account from time to time, and the updated Agreement will supersede all prior versions. If any such change, alteration or amendment is, in our sole discretion, (a) not adverse to you or (b) if such disclosure would jeopardize the security of a system or an account, we shall not be required to provide any advance notice. For any other changes, alterations or amendments, we will notify you 30 days prior to any change, alteration or amendment taking effect. Notwithstanding the foregoing, we shall not be required to notify you if we determine in our sole discretion that an immediate change is necessary to maintain or restore the security of a system (including the funds transfer system) or an account or is necessary to comply with any applicable law or regulation. However, if we make such change, alteration or amendment permanent, we will notify you as soon as reasonably possible as may be required by law.

You agree to be bound by any change, modification or amendment to this Agreement and your use of the Account or receipt of any of our products or services following notice of any change, alteration or amendment constitute your acceptance of such change, alteration or amendment.

## CHANGING YOUR ADDRESS OR OTHER CONTACT INFORMATION

In the event you change your mailing address, mobile phone number or email address from what we have on file for you, you agree to update your information through Online Banking, mobile banking application or by contacting Bask Bank® Customer Support at 833.260.4320.

Notwithstanding the foregoing, you acknowledge and agree that we may (a) change your mailing address in our records if we receive an address change notice from the U.S. Postal Service or from another entity in the business of providing correct address information that the address we have on file for you no longer corresponds to the address on file with the U.S. Postal Service and (b) accept a change of mailing or email address provided by any Authorized Signer or other person as otherwise authorized, on your Account. Furthermore, you acknowledge and agree that we may send an Account information and notices to the new address.

## SEVERABILITY AND WAIVER

If any provision of this Agreement is found to be invalid or unenforceable, you acknowledge and agree that such finding shall not impair, invalidate or affect the remainder of this Agreement and all remaining provisions shall continue in full force and effect. We may, in our sole discretion, consent to some variation from this Agreement, but such consent must be agreed upon by us in writing. Our consent to a variation of this Agreement shall not be or be deemed to be, a waiver of our right to deny consent to any further variations.

## NO ORAL AGREEMENTS

This Agreement and any other written agreements you have with us concerning your Account (for example, terms pertaining to Zelle® Services or our Electronic Banking Services) represent the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the Parties. You acknowledge and agree that there are no unwritten oral agreements between the Parties.

## OBTAINING PERSONAL INFORMATION

To help the government fight the funding of terrorism and money laundering activities and in accordance with Section 326 of the USA Patriot Act, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your legal name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We may make any inquiry that we consider in our sole discretion appropriate to help us determine if we should open, maintain or close your Account.

Such inquiry may include verification of previous banking relationships and/or credit and/or obtaining credit reports or other reports from consumer or other types of reporting agencies. Without limiting the foregoing, you acknowledge and agree that we have the right to refuse to open an Account for you. You further acknowledge and agree that we may exchange with or provide to or receive from others, such as merchants and consumer reporting agencies, information about you or which concerns your Account. In the event we request your credit report and you inquire about such event, we will provide you with the name, address and telephone number of the reporting agency. Please see our Privacy Notices for information about our information sharing practices.

## RECORDING AND MONITORING PHONE CALLS

We may record or monitor telephone calls between you and us. You acknowledge and agree that we are not required to inform you that we are recording a call or of our policy to record and monitor before each call unless required by law. You agree and are aware that Bask® and

any of its current and former parent(s), subsidiaries, affiliates, employees, officers, directors, agents, controlling persons and representatives, as well as any other person or company who provides any services and for various other reasons in connection with an Account (each a "Communicator") may monitor and record telephone calls regarding your Account to assure the quality of service or for various other reasons. You also agree that we may record any online sessions you have conducted on our IT systems.

**SECURING OUR WEBSITE**

Our website has security measures in place to protect against the loss, misuse and alteration of information under our control. Such security measures are accomplished with the implementation of multiple layers based on proven industry standards. In the event you have any questions as to the practices of or your dealings with, our website, you may inquire about such practices or dealings. Please see the "Contacting Bask Bank®" section of this Agreement for our contact information.

**NOTIFYING US OF YOUR OPT-OUT OPTION**

In the event you no longer wish to receive communication and/or a product or service from us, you may elect to opt out of the receipt of such communication and/or product or service. Updating your contact preferences for Bask Bank® will not change your contact preferences for other divisions of Texas Capital Bank. Please be aware that in the event you inform us of such election orally, such as via telephone, we reserve the right to also require that you notify us of such election in writing.

**ELECTRONIC SIGNATURES AND ELECTRONIC DELIVERY OF DOCUMENTS AND AGREEMENTS**

From time to time, we may deliver Agreements, notices or other documents to you electronically or use electronic signature ("e-signature") services to facilitate the signing of documents if you agreed to receive such notices electronically. We do not require the use of e-signature and you may obtain a paper copy of any Agreement, notice or other document by contacting us. Please see the "Contacting Bask Bank®" section of this Agreement for our contact information.

However, should you decide to use an e-signature or deliver an Agreement or other document to us electronically, we may treat such e-signature and/or electronically transmitted Agreement or document as effective for all purposes as if you manually executed and/or delivered an original. You acknowledge and agree that (a) we may rely on an e-signed and/or electronically delivered Agreement and/or document in the same way that we would rely on an Agreement or document containing a written signature manually affixed to a paper version of the document and/or a written document manually delivered and (b) an e-signed and/or electronically delivered Agreement and/or document shall have the same legal effect as a written signature manually affixed to a paper version of the document and/or a written version of the document manually delivered. The Agreements for the use of e-signature provided for in this section shall be in addition to (and not replace) any other Agreements between you and Texas Capital Bank regarding the use of electronic documents, Agreements, notices, disclosures, electronic records or e-signatures.

**CERTAIN PROVISIONS CONCERNING YOUR LIABILITY**

You acknowledge and agree to pay reasonable charges for additional services you request that are not covered by this Agreement. In the event the Account is a Joint Account, each of you acknowledges and agrees to be jointly and severally liable for any Account shortage whether caused by you or another with access to the Account. You acknowledge and agree to pay the monthly service fee, transaction fees, fees for or overdrafts and stop payment requests and all other fees and service charges as applicable to your Account or as otherwise agreed upon by you and us. You have no right to defer payment of applicable fees and service charges and authorize us to debit your Account at any time whether or not such fees or service charges will result in an overdraft of your Account. In the event that your Account does not have sufficient funds to cover applicable fees or service charges, you acknowledge and agree that we may charge you separately for the overdraft amount. In the event of joint ownership of your Account, each and every owner of or Party to, the Account acknowledges and agrees that such obligation shall extend to each and every owner of or Party to, the Account whether or not such owner or Party, caused or benefited from the overdraft and such obligation shall include all costs and expenses (including our reasonable attorneys' fees) we incur, to the fullest extent permitted by law, to collect the deficit.

**ACCOUNT LIMITATIONS**

*We impose a limit to the number of Accounts you can have open with us. Each customer is limited to one individually owned and one jointly owned Bask Interest Checking Accounts. Bask Interest Savings Accounts are limited to two individually owned and two jointly owned Account. Bask Mileage Savings Accounts are limited to one individually owned Account. Bask Certificates of Deposit (CDs) are limited to five CD Accounts per product type per owner. To learn more, please visit our FAQs.*

**AFFIRMING OUR RIGHT TO CLOSE YOUR ACCOUNT**

You acknowledge and agree that we have the right to close your Account at any time including, but not limited to, when your Account is inactive or dormant or as otherwise permitted by law. In the event we close your Account, we will tender the Account balance, if any, to you in person or by mail at the address we have on file for you. If we close your Account, we may, but are not required to, provide advance

notice in writing of our intention to close your Account. Notice from us to any Party or other person authorized on your Account, is considered notice to each of you. Termination of the Account, whether by us or by you, does not relieve you of any obligation you may then owe us. We may accept deposits to the Account after it has been closed in order to collect any deficit balance and such acceptance will not constitute reinstatement of the Account. Once we have closed your Account, you agree that we can: (a) refuse to honor any items which are presented to us for payment after we have closed your Account; (b) refuse to act as your agent to try to collect any Check you have deposited in your Account or otherwise honor or pay any Check you have deposited to your closed Account; or (c) to accept any automated deposit to your Account or assess any service charge otherwise applicable against any remaining balance in your Account. We are not responsible to you for any damages you may suffer as a result of your Account being closed. If you attempt to make a deposit to an Account we closed, we may collect the deposit and set off your indebtedness to us. If indebtedness occurs and/or Account has a positive balance, we will issue a Check for any remaining funds in the Account. We also reserve the right to refuse your request to close your Account, for various reasons, including, for example, if your Account is not in good standing. If you intend to close your Account, you should notify us. Simply reducing your Account balance to $0.00 is insufficient notice.

**CONCERNING GRANDFATHERED ACCOUNTS**

From time to time, we may elect to discontinue offering a product or service to new customers. Under such circumstances, you acknowledge and agree that we may continue to offer such product or service to our current customer base, at our sole discretion. Furthermore, you acknowledge and agree that we may modify the features of any grandfathered product or service, including, but not limited to, applicable service charges and fees.

**CONCERNING TAXPAYER IDENTIFICATION NUMBERS**

As a provision of opening any Account with us, we require you to provide us with your Taxpayer Identification Number. Furthermore, your Taxpayer Identification Number must be certified as required by federal law and regulation. We comply with the Foreign Account Tax Compliance Act ("FATCA") as mandated by U.S. Federal Tax Law. U.S. Citizens and Resident Aliens are required to certify their Taxpayer Identification Number by certifying the Substitute W-9 at the time of account opening. If the documentation requirements are not met, we will withhold on certain payments when required by law. For more information or to determine how this information applies to you, consult your U.S. tax advisor or attorney.

**PROTECTING YOUR ACCOUNT**

Your role is extremely important in the prevention of unauthorized activity on your Account. In the event you discover that your Account records disagree with ours, please contact us AT ONCE at 833.260.4320 (Bask Bank® Customer Support) or notify us via online banking or email. In the event you fail to notify us in a timely and expeditious manner, you acknowledge and agree that your rights may be limited.

Notwithstanding the foregoing, you acknowledge that the risk of fraudulent transactions is significant. We offer various products and services designed to minimize this risk. To learn more about these products and services, you may contact a Bask Bank® representative.

**PROTECTING YOURSELF AGAINST IDENTITY THEFT**

We are committed to protecting your confidential information, but you can help by proactively protecting yourself against identity theft. Identity theft and account fraud are crimes committed when someone steals your personal information and uses that information to take funds from your Account or to accrue debt in your name.

**TRANSFERRING OR PLEDGING YOUR ACCOUNT**

You acknowledge and agree that your Account may not be transferred or assigned or pledged as collateral to secure any indebtedness without our prior written consent which we may withhold in our sole discretion. Any permitted assignment of your Account is subject to and superseded by our set off rights and remains subject to any other right we have under the Agreement and applicable state and federal law. Notwithstanding, this Agreement shall be binding upon and inure to the benefit of you and us and our respective successors, assigns and legal representatives.

**DEATH OR INCOMPETENCE**

You agree to notify us promptly in writing if any person with a right to withdraw funds from your Account(s) dies or is adjudicated incompetent. We will presume you or anyone acting on your behalf or acting on behalf of a co-owner or authorized agent for the Account is competent unless we receive notice of an adjudication of incompetency from a court, even if a Bank employee has personal knowledge of your possible incompetency and even if we receive documentation from a medical doctor. We may continue to honor your checks, items and instructions until we receive such written notification or until ordered otherwise by a person claiming to have an interest in the Account, the Bank receives evidence satisfactory to it that such order or request is valid and the Bank has a reasonable opportunity to act on such order or requests. Notwithstanding the foregoing, we may pay checks drawn on or before the date of death or adjudication of incompetence unless stop payment orders are placed by one with authority to place such order. We may place a hold on your Account and/or refuse to accept deposits or permit

withdrawals under such circumstances. Furthermore, we may hold any funds in your Account until we verify the identity of the successor. To notify us of a death or incompetence, please see the "Contacting Bask Bank®" section of this Agreement.

**CONCERNING YOUR DEPOSITS**

Checks deposited to your Account are subject to final collection or subsequent return. Similarly, Funds Transfers are subject to final collection or subsequent return. We may charge your Account or any Account you have with us if we are informed that an Item is being returned or has been returned, to us as unpaid without regard to the return being timely. This right shall extend to Items drawn on other Accounts with us ("on-us" Checks) that are dishonored by us without regard to the dishonor being timely. No Item within a deposit shall be deemed finally paid because a portion thereof is withdrawn as cash.

Without limiting the foregoing, if any Item deposited to your Account or cashed is finally paid and subsequently returned because a claim is made that the Item was altered, forged, unauthorized, missing signature or should not have been paid for any reason, we may charge your Account or any Account you have with us in the amount of the respective Item. In lieu of charging your Account, we may withhold an amount equal to the respective Item until final determination of such claim has been validated and resolved. We may return or refuse to accept, except for collection only, all or any part of an Item for deposit to your Account at any time and will not be liable to you for doing so even if such action causes outstanding Items to be returned or dishonored. Checks refused for deposit will be returned to you. We shall not be responsible for deposits sent by mail or courier until we have received actual delivery from the U.S. Postal Service or courier, as applicable. Deposits that are received after our current Business Day's cutoff time, on a weekend or on a federal holiday will be treated as received on the next available Business Day and subject to the Funds Availability Policy. Please see the "Funds Availability Policy" section of this Agreement for details on deposit availability.

You acknowledge and agree to prepare your deposit in accordance with our instructions. You acknowledge and agree that we may adjust the balance in your Account due to any error as a result of your deposit.

You shall not deposit any Substitute Check (also Image Replacement Document or "IRD"), other than those that are re-deposited for return purposes, unless we specifically agree to accept such deposit. In the event we accept any Substitute Check for deposit, you agree that such acceptance shall not be deemed to be our agreement to accept any other Substitute Check for deposit. Furthermore, you agree to reimburse us for any losses, costs and expenses (including our reasonable attorneys' fees) we sustain associated with warranty or indemnity claims in connection with your deposit of a Substitute Check or in connection with an electronic representation you provide to us, including, but not limited to, if the Substitute Check does not meet applicable standards or causes duplicate payments.

Bask Bank® will not accept third-party checks. A third-party check is a check that is made payable to a party other than the name(s) that appear in your account records. Depositing these types of checks exposes you to risk of return of the items for up to three years after the check clears. Third-party checks will be refused for deposit and will be returned to you.

**CONCERNING POSTING ORDER OF PAYMENTS**

We may pay Items drawn against your Account in any order as we decide in our sole discretion. You acknowledge and agree that we may do so even though such an event (i) prevents payment of other Items that would have otherwise been paid had we chosen a different order; or (ii) prevents payment of fewer Items. Our policy is to post all credit items first. Certain real-time transactions, such as Zelle® transactions and wire transfers, will post real-time by transaction date and time presented and are not reflected in the table below. All other debit items, including but not limited to, Check, ACH, Wire Transfers or Zelle® ACH payments, are posted lowest dollar amount to highest dollar amount. We encourage you to maintain careful records and to practice sound account management.

| Posting Order | Transaction Type | How They Are Posted |
|---|---|---|
| 1st | **Add Credits:**<br>• Deposits, including cash, check, ATM and Mobile Deposits<br>• Refunds<br>• Transfers into your account by ACH or through an Electronic Banking Service | Posted High to Low amount<br>*Note: Please see our Funds Availability Policy for information on deposit posting.* |
| 2nd | **Subtract Cash and cash equivalent debits which are not returnable and include:**<br>• Wire Transfers<br>• Online Banking Transfers | These are transactions that cannot be returned and are posted Low to High amount. |

| Posting Order | Transaction Type | How They Are Posted |
|---|---|---|
| 3rd | **Subtract ATM and POS (point of sale) debit card transactions including:**<br>• ATM Withdrawals<br>• Recurring Debit Card purchases (such as subscriptions and gym memberships)<br>• ATM Transfers<br>• Everyday Debit Card Purchases/Transactions (non-recurring) | These are transactions that cannot be returned and are posted as based on the date/time stamp of occurrence, when received.<br>Note: *See description above on temporary holds for debit card transactions.* |
| 4th | **Subtract ACH and Check transactions including:**<br>• Checks (other than those cashed at the teller line)<br>• ACH debits<br>• Bill Center debits | Posted Low to High amount |

**ENDORSING YOUR CHECKS**

You acknowledge and agree to endorse all Checks deposited to your Account in accordance with applicable law and regulation. Proper endorsement standards specify that you endorse each Check in the area that extends 1 1/2 inches from the trailing edge on the back of the Check. The trailing edge is the left side of the Check when you look at it from the front side. If your endorsement obscures any area outside of the 1-1/2 inches reserved for your endorsement or if your endorsement is illegible or incomplete, we may, in our sole option, accept such nonconforming endorsement and you agree to hold us harmless from any claim, loss, delay, liability, damage, cost or expense which may arise as a result. Without limiting the foregoing, this provision shall extend to imprinting information on the back of your Check(s).

In the event you deposit a Check that lacks endorsement, you acknowledge and agree that we may deem the Check as endorsed or may endorse the Check on your behalf. With respect to such deposit, our rights and your liabilities shall be determined as though you actually endorsed and deposited the Check. Notwithstanding, if you deposit a Check that is later returned to us because a claim has been made that the endorsement is either incomplete or is not authentic, we may withhold the amount of such Check from your Account until either the claim is withdrawn or the Check is finally paid.

**PAYING STALE AND POSTDATED CHECKS**

We are not required to pay any Check which presents against your Account for payment more than 6 (six) months after its written date. Nonetheless, we may pay such Check if we do so in good faith. You acknowledge and agree that we are acting in good faith provided there is not a valid stop Payment Order in effect when we pay such Check.

Furthermore, you acknowledge and agree that we may honor a postdated Check which presents against your Account for payment prior to its written date unless you give notice to us of the postdating which notice must describe the Check with reasonable certainty. The notice is effective for 6 (six) months and must be received at such time and in such manner as to afford us a reasonable opportunity to place a stop payment on the Check. If notice is not received, we will charge the amount of such Check against your Account. Without limiting the foregoing, you acknowledge and agree that you may request a stop Payment Order on a postdated Check provided we have not accepted, certified, made final payment on or otherwise become Accountable for such Check.

Please see the “Requesting Stop Payment Orders: Checks” section of this Agreement for further details on requesting a stop Payment Order.

**CONCERNING RESTRICTIVE LEGENDS**

You acknowledge and agree that we have no obligation to honor any restrictive legend on your Checks unless we have otherwise agreed in writing to honor such restriction. We shall not be liable to you for any claims, costs, losses or damages which result from the placement of any restrictive legend on your Checks unless you and we have otherwise agreed in writing. Without limitation, examples of restrictive legends include “Not valid after 90 days,” “Not valid over $1,000.00” and “2 (two) Signatures Required.”

**SELECTING CHECK STOCK AND INK**

You acknowledge and agree that you must affirmatively request to receive an initial set of checks for the Account. If you request an initial set of checks for your Account, then an order of checks printed by an approved vendor will automatically be issued and sent to you upon account opening. Checks you write may be converted into electronic images (truncated) during the Check collection and return process. You acknowledge and agree to bear the risk of loss in the event you elect to have Checks printed by a vendor that has not been approved by us, use Check stock or features (such as security features) that cause critical data to disappear or to become obscured upon truncation or make Checks out in a way (such as use of a light-colored ink) that causes critical data to disappear upon truncation.

Furthermore, you acknowledge and agree to bear the risk of loss in the event you use Check stock that contains printing inaccuracies, faulty magnetic ink, faulty encoding or duplicate serial numbers. We strongly suggest that you do not preprint your driver's license number, Social Security Number or Taxpayer Identification Number on your Checks for security purposes.

**CONVERTING CHECKS TO ELECTRONIC ITEMS**

Checks that do not contain a value in the on-us auxiliary field of the MICR line may be converted to an ACH Debit Entry by a merchant, in which case such entry will be collected electronically and charged against your Account much more quickly than if processed as a Check through Check processing channels. This means that you: (1) have a reduced right to stop payment; (2) must ensure that your Account has sufficient funds to cover the ACH Debit Entry processed through the ACH network; and (3) will not receive the canceled Check(s) with your Periodic Statement. When a Check which qualifies for Check conversion to an ACH Debit Entry is presented for payment by way of:

- **Point of Purchase:** The merchant is required to provide notice of possible Check conversion prior to receipt of each Check. Usually such notice is posted at the point of purchase. The merchant is required to return the Check to you as voided after the transaction is complete. You should treat the voided Check with care to reduce the risk of someone obtaining the voided Check and initiating additional debit transactions against your Account.
- **Mail via Lockbox:** The merchant is required to provide notice of possible Check conversion prior to the receipt of each Check. Usually such notice is included with your billing statement. The merchant is required to have procedures in place for the destruction of the original Check.
- **Back Office:** The merchant is required to provide notice of possible Check conversion prior to the receipt of each Check. Usually such notice is posted at the point of purchase. The merchant is required to have procedures in place for the destruction of the original Check.
- In all cases, a Check which qualifies for Check conversion into an ACH Debit Entry (Point of Purchase, Lockbox or Back Office) will have a description of the debit transaction on your Periodic Statement you receive from us.

**REQUESTING WITHDRAWALS AND TRANSFERS**

You acknowledge and agree that we may debit your Account for any withdrawal or transfer that you make in accordance with the provisions of your Account. As a condition of withdrawal, we will require you validate the authenticity of your instructions as we deem appropriate in our sole discretion.

Requests to close or withdraw from your account and receive a cashier's check by mail will be processed within 3 business days and will be mailed to the address in our records.

You acknowledge and agree that we may refuse any withdrawal or transfer request which is not authenticated to our satisfaction, received by any method we do not specifically permit, received in excess of the number of withdrawals or transfers permitted or received for an amount greater than or less than any withdrawal or transfer limitation. In the event we honor such nonconforming request, we may treat continued abuse of the stated limitations herein, if any, as your act of closing the Account. As a digital bank, we reserve the right to refuse requests for Cash and/or cashier's check withdrawals. Without limiting the foregoing, the date that the withdrawal or transfer request is completed by us is the date to which the frequency limitation is applied (as opposed to the date you initiate it). You acknowledge and agree that in the event we honor a withdrawal or transfer request which overdraws the available balance in your Account does not obligate us to do so in the future. Please see the "Funds Availability Policy" section of this Agreement for details on the availability of funds for deposits you make.

**RESTRICTING WITHDRAWALS AND TRANSFERS**

We reserve the right to limit the frequency of transactions and/or dollar limit of transfers between your Account and certain accounts. These fund transfer limits may be changed at any time without notice, unless required by applicable law. Unless otherwise provided in any other agreements you may have with Bask Bank®, the maximum dollar limit for all fund transfers within a 24-hour period is equal to the Available Balance in any Deposit Account(s) or may be another maximum amount set by Bask Bank® and communicated to you. If your Deposit Account does not have sufficient funds to complete a transfer or if you attempt to complete a transfer more than the applicable limits, Bask Bank® may refuse to conduct the fund transfer. If Bask Bank® does complete the fund transfer, you are responsible for any Overdrafts or fees that are generated. Specific limits are made available in the FAQ section of our website or by calling 833.260.4320 (Bask Bank® Customer Support).

**REQUESTING NOTICE OF WITHDRAWAL**

We reserve the right under federal law and regulation to require not less than seven (7) days prior written notice from you of your intent to withdraw funds from an interest-bearing Account other than a certificate of deposit or from any other savings Account as defined by Regulation D.

**PROVISIONING FOR RETURNED DEPOSITS: CHECKS**

In the event you deposit a Check to your Account that is later returned to us by the collecting bank or we receive a notice in lieu of the return or a notice of the intent to return, we may accept the return or the notice of return. Under such circumstances, you acknowledge and agree that we may debit your Account in the amount of the returned Check without prior notice to you and without regard to the Check being returned to us in a timely manner by the returning bank.

Without limiting the foregoing, in the event you deposit a Check to your Account that has been previously paid by the paying bank but is later returned to us with the claim that the Check had been altered, forged or unauthorized or should not have been paid for any reason, in our sole discretion and without prior notice to you, we may debit your Account in the amount of the respective Check or we may withhold an amount equal to the respective Check, until the claim is withdrawn or the Check is finally paid.

The foregoing provision shall extend to a Check that is later returned to us because a claim has been made that the endorsement was either incomplete or not authentic. For information on return provisions for ACH Items, please see the "Returning Revoked/Unauthorized ACH Entries" section of this Agreement.

**PROVISIONING FOR INSUFFICIENT FUNDS — OVERDRAFTS AND RETURNED ITEMS**

Your Account's Available Balance is our most current record of the amount of money in your account available for your use or withdrawal. We use the Available Balance to authorize your transactions during the day (for example, debit card purchases (POS) and ATM withdrawals). We also use the Available Balance to pay your transactions during our nightly processing. Your Available Balance is calculated as follows:

**Ending Daily Balance** Ending daily balance from prior business day's nightly processing

– **Holds** Subtract funds that have been placed on hold (includes uncollected funds)

**+ Deposits** Add pending deposits that are immediately available (see "Availability of Funds Policy")

– **Withdrawals** Subtract pending withdrawals that we have either authorized or we know about but have not yet processed

**= Available Balance**

The Available Balance may not include every transaction you have initiated or that we previously authorized. For example, your Available Balance may not include the following:

- Outstanding Checks and authorized withdrawals we have not received for payment (such as recurring debit card transactions and ACH transactions);
- The final amount of a debit card (POS) purchase. For example, we may authorize a purchase amount prior to a tip that you add;
- Debit card (POS) transactions that have been previously authorized but not sent to us for payment. In most cases, a transaction authorization hold must be released after three (3) business days even though the transaction may be sent to us for payment from your account at a later date, which we must honor. The authorization hold may be up to thirty (30) business days for certain transactions, including car rental, cash and international transactions.

We process transactions each Business Day during a late-night process. Once the transactions are processed, the results are posted to your account.

We calculate the available balance in your account that can be used to pay your transactions as described above. Certain pending transactions can impact your Available Balance for purposes of determining whether we will pay other transactions during our nightly processing, including:

- Cash deposits or transfers from another Bask Bank account made AFTER the applicable cutoff time will be added to your available balance only if they are made before we start our nightly processing; and
- Pending withdrawals that reduce your available balance, such as debit card transactions we have authorized. If the available balance is not enough to pay all of your transactions, we decide whether to pay your transactions presented to us for payment into overdraft or return them unpaid. Paying an item into overdraft means that we pay an item even though your available balance is not sufficient to cover that item, resulting in your account having a negative balance.

Pending transactions can result in an overdraft of your Account if your Available Balance during the nightly processing is insufficient. Even if a pending transaction has been dropped from your account, we must pay it when we receive it for payment. Sometimes, previously authorized transactions may be paid into overdraft if other transactions have reduced your Available Balance before the pending transactions are sent to us for payment.

We will not authorize ATM and everyday (one-time) debit card transactions into overdraft. Whether we pay transactions into overdraft is at our discretion and we reserve the right not to pay into overdraft.

You understand that the classification of a debit card transaction (except ATM transactions) as recurring or non-recurring (i.e., one-time) is determined by merchants, other institutions or other third parties before the transaction is presented to us for authorization or payment. We will treat and process such debit card transactions in the manner they are presented to us, which may result in a one-time debit card transaction presented as recurring preauthorized transactions and vice versa.

**REQUESTING STOP PAYMENT ORDERS: CHECKS**

You may request a stop payment order on a Check drawn against your Account if we have not accepted, certified, made final payment on or otherwise become Accountable for the Check. Furthermore, you acknowledge and agree that each person signing the Deposit Account Agreement is authorized or any other person as otherwise authorized, to request a stop payment order on any Check drawn against your Account. Stop payment orders may be requested electronically through our Online Banking service initiated by way of telephone, secured email, facsimile or in person at one of our banking centers. Please see the "Contacting Bask Bank" section of this Agreement for our contact information.

You acknowledge and agree that we will not be liable for the nonpayment of any Check on which you (or anyone else having authority) have requested a stop payment order. Furthermore, in the event your stop payment order is successful, you may still be liable to the Payee or Third Party in the amount of the respective Check. You acknowledge and agree to indemnify us for and hold us harmless from any claim, losses, damages, judgments, costs and expenses (including reasonable attorneys' fees) that result from the nonpayment of any Check drawn against your Account for which a stop payment order is requested.

Although we will act upon your oral stop payment request, we must receive a written confirmation from you within fourteen (14) days from the date of your oral request. Written confirmation can be mailed to: Attn: Consumer Operations 1001 E. Lookout Drive, Tower A, Suite 700 Richardson, Texas 75082. In the event you fail to provide us with your written confirmation within the 14-day timeframe, you acknowledge and agree that your stop payment request ceases to be binding and we have no obligation to maintain your oral stop payment request beyond the timeframe set forth herein. Upon receipt of your written confirmation, a stop payment order remains in effect for 6 (six) months, unless renewed in writing.

To request a stop Payment Order, we will need the Account number, Check number and exact amount to allow us to identify the Check based upon our computer retrieval system standards. We may also require the written date of the Check and the name of the Payee to whom the Check was made payable. The information must also be accurately reflected on the magnetic ink character recognition (MICR) line of the Check and you agree that we cannot stop payment on the Check if the information on the MICR line is incomplete or incorrect. Notwithstanding, we must receive the stop payment order at such a time and in such a manner as to afford us the reasonable opportunity to act upon the stop payment order. You acknowledge and agree that 1½ Business Days to act upon such request is a reasonable amount of time. We will charge your Account a fee for each stop payment order. A request for a continuation on a stop payment order is considered a new stop payment order which results in an additional stop payment fee. If a Check is presented for payment after any stop payment order has expired, we may pay the Check accordingly.

Stop payment orders on official Checks, Cashier's Checks or certified Checks are not permitted. If an official Check, Cashier's Check or certified Check has been lost, stolen or destroyed, you may provide a declaration of loss and affidavit and request the Check be reissued. We may require that you wait 90 days (or provide a bond where permitted by law) before honoring your claim and we will not be liable to you if such Check is Cashed prior to the expiration of the 90 days from the issue date (or receipt of bond, where applicable) or in the case of a certified Check, from the acceptance date.

You acknowledge and agree that it is solely your responsibility to provide us the correct Account number, Check number and Check amount and to verify that we have not paid or otherwise processed the Check for which you are requesting a stop payment order. You agree that we will not be liable to you if you provide us with an incorrect Account number, Check number or amount or if you request a stop payment on a Check we have already paid. If you issue a stop payment order on a Check that we have paid already, we will not be liable if you issue a new Check to that same Payee resulting in you paying the Payee twice. In the event you provide us with an incorrect Account number, Check number or incorrect or inexact amount of the Check on which you requested a stop Payment Order, you acknowledge and agree that we may pay the Check accordingly.

In the event we inadvertently pay a Check for which a valid stop payment order should have been in effect, we will reimburse you for your actual losses caused by our actions, up to the amount of the Check, provided that you are able to prove to our satisfaction that you do not owe the Payee in the amount of the respective Check. Under such circumstances, we may attempt to recover the amount from the Payee to whom you wrote the Check and you agree to fully cooperate in such recovery effort including, but not limited to, executing any and all documents (including affidavits) required by us. We will not be liable to you for any other losses or damages. If you are unable to prove to our satisfaction that you do not owe the amount of the Check to the Payee to whom you wrote the Check, we will not be obligated to reimburse you for any of your losses. You acknowledge and agree that in no event shall our liability for paying a Check subject to a proper and timely stop payment order exceed the actual loss caused by our actions, up to the amount of the Check. Without limiting the foregoing, you may request to release a stop payment order if we have not already acted upon such request by returning the respective Check as unpaid due to the stop payment order. In the event you wish to release a stop payment order, the Party who requested the respective stop payment order or any person as otherwise authorized, must request the release.

**CONCERNING GOVERNMENT PAYMENTS**

In the event we deposit a payment from the federal government to your Account which should have been returned to the federal government for any reason, you acknowledge and agree that we may debit your Account or any Account you have with us in the amount of our liability to the federal government, without prior notice and at any time, except where prohibited by law. Furthermore, you acknowledge and agree that we may use any other legal remedy to recover the amount from you in the event funds are not available in any Account you have with us to satisfy our liability with the federal government.

## CONCERNING CERTIFICATES OF DEPOSIT (CDS)/TIME ACCOUNTS

**Primary Agreement:** You agree to keep your funds with us in this Account until the maturity date. (An automatically renewable Account matures at regular intervals.) This Account is void if the deposit is made by any method requiring collection and the deposit is not collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars. We may change any term of this Agreement.

**Maturity Date:** Your maturity date is determined by the term you select at account opening and the date the Bank receives your funding deposit. A welcome letter confirming the maturity date will be sent to the e-mail address you provided during account opening.

**Balance Computation Method:** We use the daily balance method to calculate the interest on this Account. This method applies a daily periodic rate to the principal in the Account each day.

**Transaction Limitations:** You cannot make additional deposits to this Account during a term (other than credited interest). You cannot withdraw principal from this Account without our consent except on or after maturity. (For Accounts that automatically renew, there is a grace period of 10 days after each renewal date during which withdrawals are permitted without penalty.)

**For Accounts that Automatically Renew:** Certificates of Deposit automatically renew. Each renewal term will be the same as the original term, beginning on the maturity date (unless we notify you, in writing, before a maturity date of a different term for renewal). Please visit the FAQs section on our website for instructions on how to redeem your Certificate of Deposit (CD). Interest earned during one term that is not withdrawn during or immediately after that term is added to principal for the renewal term. The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on the maturity date and we can tell you what the interest rate will be for the next renewal term. On Accounts with terms of longer than one month, we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.

**Effect on Closing an Account:** Interest does not accrue during the grace period if the Certificate of Deposit (CD) is redeemed. Closing a CD account prior to maturity may incur a penalty. Please see Early Withdrawal Penalty section for more details.

**Requesting Early Withdrawal of CDs:** Your account will be subject to interest penalties when you withdraw funds from a Certificate of Deposit prior to the maturity date. If your accrued interest is less than the penalty's total amount, the difference will be taken from your principal. The interest penalties are as follows:

- Withdrawals will not be allowed within the first five business days after the initial deposit. Amounts withdrawn after the first five business days after deposit are subject to an early withdrawal penalty of at least seven days' simple interest.
- CD Terms less than 91 days: Penalty will be 30 days of interest on the principal amount withdrawn.
- CD Terms of 91 days up to and including one year: Penalty will be 90 days of interest based on the principal amount withdrawn.
- CD Term greater than one year: Penalty will be 180 days of interest based on the principal amount withdrawn.

Notwithstanding, withdrawals of accrued interest during a term is permitted without penalty. The Annual Percentage Yield (APY) is determined under the assumption that all accrued interest remains in the account until maturity and is compounded accordingly. Should you elect to withdraw interest or any portion of principal before the maturity date, your total interest earnings will be reduced and may not reflect the APY quoted. Requests to close or withdraw from your account must be initiated in writing through Secure Message. Available disbursement methods may include wire transfer which may incur a wire fee, or by check. Check requests will be processed within 3 business days and will be mailed to the address on file.

If your Account has not yet earned enough interest so that the early withdrawal penalty can be deducted from earned interest or if the interest has already been paid, the difference will be deducted from the principal amount of your Account. In certain circumstances, such as the death, disability or incompetence of an owner of a time Account, applicable law may or even require, waiver of the early withdrawal penalty. Notwithstanding, all accrued or paid interest is available at any time without incurring an early withdrawal penalty.

Requests to close or withdraw from your account and receive a check by mail will be processed within 3 business days and will be mailed to the address in our records. Mail should be received within 7-10 business days. Physical mail delivered to you by us will be sent using the United States Postal Service or other national mail courier services. Delivery timeframes are determined by the mail courier service we choose to use and subject to delays experienced by the courier service.

## CONCERNING YOUR PERIODIC STATEMENT

We will maintain records of your Account and will provide you with a Periodic Statement which reflects such records. Your Periodic Statement will be available through online banking. The term "monthly" as discussed in this Agreement means a period of time covered by your Periodic Statement. This period of time may or may not correspond to a calendar month but in most cases will not exceed 32 days or be less than 28 days. The specific dates covered by your Periodic Statement will be set forth in the statement.

Your Periodic Statements will be available via the online banking portal unless you and we have otherwise agreed in writing upon a different delivery system. You agree to promptly notify us by calling 833.260.4320 (Bask Bank® Customer Support) or by secured message through the

online banking portal in the event of a change in your email, phone number or mailing address. You acknowledge and agree to indemnify us for and hold us harmless from any claim, losses, damages, judgments, costs and expenses (including reasonable attorneys' fees) that arise as a result of your failure to notify us immediately of such change.

**REVIEWING YOUR PERIODIC STATEMENT: CHECKS**

You agree to review your Periodic Statement promptly upon receipt or when made available by us. In the event you do not receive your scheduled Periodic Statement, notify us AT ONCE by calling 833.260.4320 (Bask Bank® Customer Support).

Upon receipt of your Periodic Statement, if you discover any unauthorized, forged or altered Items reflected on your Periodic Statement or there is any other type of error or discrepancy reflected on your Periodic Statement, you acknowledge and agree that you must notify us AT ONCE. We recommend that you notify us by calling 833.260.4320 (Bask Bank® Customer Support), although notification may also be provided by secured message through the online banking portal. Regardless of method, notification must be received within 60 days of the date the Periodic Statement on which the unauthorized, forged or altered item first appeared or was made available to you via the online banking portal. We may require an affidavit signed by you on a form acceptable to us. We may require such affidavit to be signed and returned to us as soon as the day of notification. In any event, you agree to return such signed affidavit to us promptly upon receipt.

If you fail to properly notify us of any unauthorized, forged or altered Item reflected on your Periodic Statement or of any other type of error or discrepancy reflected on your Periodic Statement, you agree not to assert against us ANY the following claims:

1. Any unauthorized, forged or altered Item in the event we suffer a loss due to your failure to discover and promptly report the issue.
2. Any unauthorized, forged or altered Item by the same wrongdoer on Items we paid in good faith after you have had a reasonable period of time to examine your Periodic Statement which contains or reflects such event but prior to notice from you. A reasonable period of time is not to exceed thirty (30) days from when the first Periodic Statement was transmitted or otherwise made available to you, whichever occurs first.

**In the event we pay an Item that is unauthorized, a forgery or has been altered and you suffer a loss, you agree we shall only be liable for such loss if you prove that we failed to exercise reasonable care in paying such Item and that our failure substantially contributed to your loss. You further agree that any loss shall be allocated between you and us based on each party's respective failure to exercise ordinary care that contributed to the loss. Notwithstanding the foregoing, you acknowledge and agree that we shall not be liable for any loss and you shall lose any and all rights you may have to assert any loss against us, in the event you fail to discover and report any unauthorized, forged or altered Item or any other error or discrepancy that pertains to an Item to us by the deadlines set out herein (60) days of the date of the Periodic Statement on which the unauthorized, forged or altered item first appeared), regardless of the exercise or failure to exercise ordinary care by you or us.**

You acknowledge that in accordance with commercially reasonable banking industry standards and practices, we process Items by automated means and do not visually examine such items. You acknowledge and agree that we act within commercially reasonable banking industry standards and practices by processing Items through automated processing systems and do not fail to exercise ordinary care because we process items by automated means. Furthermore, you acknowledge and agree that we do not fail to exercise ordinary care if an Item is forged or altered so cleverly that a reasonable person would not detect such forgery or alteration.

**REVIEWING YOUR PERIODIC STATEMENT: ACH**

ACH Items can consist of debit and credit transactions. A Personal Account is afforded the protections of the NACHA Operating Rules and of the Electronic Funds Transfer Act governed by Regulation E. Such protections and provisions include, but are not limited to, return timeframes and provisional credit, respectively. You acknowledge and agree to be bound by the NACHA Operating Rules, as applicable. Please see the "Automated Clearing House Items" provisions of the Funds Transfer Services section of this Agreement for details about your rights and responsibilities with regard to ACH.

**REVIEWING YOUR PERIODIC STATEMENT: DEBIT CARD**

Debit card activity consists of point-of-sale electronic debit/credit transactions to/from a Third Party initiated by you either in person, over the telephone or through the Internet, with the use of your Access Device. Your rights and responsibilities as a Consumer are discussed herein and Consumers are provided protections under the Electronic Funds Transfer Act and Regulation E. Such protection includes, but is not limited to, your rights and responsibilities in the event you encounter unauthorized debit card activity. Please see the "Electronic Funds Transfers" section of this Agreement for details about your rights and responsibilities as a Consumer with regard to your Visa® Debit Card.

**REVIEWING YOUR PERIODIC STATEMENT: ONLINE BILL CENTER**

Online Bill Center activity consists of electronic credit transactions to a Third Party initiated by you, through the Internet. Your rights and responsibilities as a Consumer are discussed herein and Consumers are provided protections under the Electronic Funds Transfer Act and Regulation E. Such protection includes, but is not limited to, your rights and responsibilities in the event you encounter unauthorized online Bill Center activity. Please refer to the "Terms and Disclosures" document provided to you at the time you subscribed to our online Bill Center service for details on this subject matter.

## PROVISIONING FOR INACTIVE AND DORMANT ACCOUNTS

An account becomes dormant when there has been a lack of customer-generated transactional activity on the account for one (1) year. Once your account becomes inactive, you must submit a secure message to Bask Bank® Customer Support from within your online banking asking to reactivate your account or mail a written request to reactivate your account to the following address: Attn: Consumer Operations Bask Bank, 1001 E. Lookout Dr., 7th Floor, Richardson, TX 75082. In the event your Account is inactive for the minimum state statutory dormant period the Account may be presumed abandoned. Under such circumstances, you acknowledge and agree that we may deliver the funds in your Account, if any, to the responsible state escheatment agency in the state of your last known address. Once the funds are escheated to the state, we are no longer liable or responsible for the funds and you must pursue recovery of such funds solely from the state to which they were escheated. You agree that Bask® is not liable to you for any funds that escheat to a state whether voluntarily or in response to an audit by or on behalf of state agency charged with enforcement of its escheatment laws. If you have any concerns as to the status of your Account, you may call us at 833.260.4320 (Bask Bank® Customer Support).

## AFFIRMING OUR RIGHT OF WAIVER

You acknowledge and agree that we may, in our sole discretion, waive any of your obligations under this Agreement in a particular situation, without any obligation to treat future situations similarly, where permitted by law. Our waiver of any obligation shall not create any expectation by you that we may grant a similar waiver in the future even under similar circumstances.

## AFFIRMING OUR RIGHT TO REQUEST ADDITIONAL DOCUMENTATION

You acknowledge and agree that we may request and you will provide to us, at any time such documentation or authorizations that we deem necessary or appropriate in our sole discretion to validate or confirm the authority of any person to conduct or perform any transaction or activity or to otherwise act with respect to your Account. This applies at the time of account opening and at all times thereafter.

## AFFIRMING OUR RIGHT OF SET OFF

Subject to applicable law, we may exercise our right of setoff that we are entitled to exercise under common law, under this Agreement and under statute (see Texas Finance Code Section 34.307) or security interest to recover amounts you owe us from any and all Accounts you maintain with us or with our affiliates before we pay Checks or other items drawn on the Account(s), without notice to you. We are not liable to you if these actions cause your Account to be overdrawn and Checks or other items are dishonored because of insufficient funds. As permitted by applicable law, we may exercise our right of set off for any liability or debt of any of you, whether the Account is owned jointly or individually; whether the liability or debt is direct or contingent and whether now or hereafter existing; and whether the liability or debt arises from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees or other obligations.

If the Account is a joint or any other type of multiple-party Account, each Party to the joint or multiple-party Account authorizes us to exercise our right of set off against any and all Accounts of each Party to the Account. We may use funds held in multiple-party Accounts to repay the debts on which any one of you is liable, whether jointly with another or individually. We may charge any such debt against your Account at any time, without regard to the origin of deposits to the Account or beneficial ownership of the funds. In other words, we may (without prior notice and unless prohibited by law) set off the funds in your Account against any due and payable debt any of you owe us now or that may arise in the future. If you have a multiple-party Account, we may set off any funds in the Account against a due and payable debt for which any one of you are liable to us now or in the future, to the extent of your liability.

We will not be liable for the dishonor of any item when the dishonor occurs because we set off a debt against this Account. You agree to indemnify us for and hold us harmless from any claim arising as a result of our exercise of our right of set off. In addition to the rights of set off which we have under this Agreement, you hereby grant to us a security interest in the Account or any time deposit account or certificate of deposit owned or controlled by the Account holder (or any Account holder if a multiple-party account) to secure payment of any obligation which you now owe us or which you may owe us at any time in the future, whether as a borrower, guarantor or otherwise, including your obligation to pay our attorneys' fees and expenses and your obligation to indemnify us as provided elsewhere in this Agreement. When any such obligation is due and payable to us, we may pay such obligation or any part thereof, from the Account without prior notice to you and we will not be liable for the dishonor of any item or order which results from such exercise of our security interest. We can also set off against your Account amounts which were credited into your Account that originated from an Account that became overdrawn or from an Account where we experienced a loss. If the Account has any Payable On Death beneficiary, the interests of such beneficiary shall be junior to our security interest and shall be subject to our right of set off, even if we do not exercise our security interest or right of set off until after your death.

The right of set off does not apply to an Account if prohibited by law. For example, set off does not apply: if the debtor's right of withdrawal only arises in a representative capacity or if set off is prohibited by the Military Lending Act or its implementing regulations.

## GRANT OF SECURITY INTEREST

You grant us, to the extent allowed by law, a continuing security interest in your and its proceeds and any of your funds or property in our possession, to secure any and all present and future indebtedness you or anyone with an interest in your Account owe us.

**DUTY OF CARE**

You agree that no special relationship exists between you and Bask® and that Bask® owes you no fiduciary duty or heightened duty of care.

**LEGAL PROCEEDINGS**

We may restrict the use of an Account if the Account is involved in any legal proceeding. If we are required to initiate any legal proceeding to recover losses caused by transactions occurring on your Account, you agree that we are also entitled to recover our actual costs and expenses (including attorneys' fees) associated with bringing the legal proceeding to the maximum extent allowed by law.

**LEGAL PROCESS**

We will comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process which we believe (correctly or incorrectly) to be valid. You agree that we may honor legal process which is served by mail or facsimile transmission or at any of our offices, even if the law requires personal delivery at a specific office. You agree to indemnify us for and hold us harmless from any and all losses, claims, liability, damages, costs and expense (including attorneys' fees) we incur in complying with such process. We may not pay interest on any funds we hold or set aside in response to legal process. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the process, we may charge such amounts to your account.

**FREEZING YOUR ACCOUNTS, CONFLICTING DEMANDS/DISPUTES**

If we determine that a dispute has arisen or there is uncertainty regarding the ownership or control of or authority over an Account or its funds or we believe a transaction affecting the Account may be fraudulent or may violate any law or regulation or are subject to a court order requiring us to hold the funds or we are requested by any federal, state or local agency to freeze the Account or reject a transaction, you authorize us, in our sole discretion to: (i) freeze the Account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the Account and its funds or a court order authorizing us to release the funds; (ii) refuse transactions and return Items, marked "Refer to Maker" (or similar language); (iii) request instructions from a court of competent jurisdiction at your expense regarding the Account or transaction; or (iv) continue to honor Checks and other instructions given to us by persons who appear as Authorized Signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.

**BANK'S FAILURE OR REFUSAL TO ACT**

In the event of any disagreement hereunder or if conflicting demands or notices are made upon us relating to this Agreement or any item or amount received by us hereunder, we may, in our sole discretion, refuse to comply with any such claims or demands on it or refuse to take any other action hereunder with regard to the subject matter of the dispute, so long as such dispute continues; and in any such event, we shall not be or become liable to any person for our failure or refusal to act. We shall be entitled to continue to refrain from acting until (a) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction or (b) all differences shall have been adjusted and all doubt resolved by written agreement among all of the interested parties in a form satisfactory to us. Our rights under this paragraph are cumulative of all other rights which it may have by law or otherwise.

**AFFIRMING LIMITS OF OUR LIABILITY**

**TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT SHALL WE, OR ANY OF OUR PARENT, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS OR THIRD-PARTY SERVICE PROVIDERS or ANY OF OUR OR THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, BE LIABLE TO YOU OR TO ANY OTHERS FOR:**

**(A) ANY AMOUNT IN EXCESS OF ANY ACTUAL LOSSES OR DAMAGES INCURRED BY YOU or (B) ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR LOSS OF PROFITS, REVENUE, BUSINESS, DATA, FILES, GOODWILL OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES), HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY (TORT, CONTRACT OR OTHERWISE). YOU HEREBY WAIVE, RELEASE AND AGREE NOT TO SUE US OR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS.**

**FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR LOSS OF PROFITS, REVENUE, BUSINESS, DATA, FILES, GOODWILL OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES), HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.**

**WITHOUT LIMITING THE ABOVE, YOU FURTHER AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW:**

1. **WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, CLAIM, LIABILITY, DAMAGE, COST, EXPENSE OR OTHER AMOUNT ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, FROM YOUR FAILURE TO COMPLY WITH ANY TERM OR CONDITION CONTAINED IN THIS AGREEMENT;**

2. **THE AMOUNT OF ANY CLAIM YOU HAVE AGAINST US SHALL BE SUBJECT TO REDUCTION ON THE BASIS OF THE FAILURE TO USE REASONABLE CARE ON YOUR PART, THE PART OF ANY OTHER OWNER ON YOUR ACCOUNT OR THE PART OF ANY OF YOUR AGENTS OR EMPLOYEES WHO CONTRIBUTED TO THE LOSS WHICH IS THE BASIS OF YOUR CLAIM;**
3. **OUR LIABILITY WITH RESPECT TO ANY CLAIM WILL BE LIMITED TO THE FACE VALUE OF ANY ITEM OR TRANSACTION IMPROPERLY DISHONORED OR PAID OR THE ACTUAL VALUE OF ANY DEPOSITS NOT PROPERLY CREDITED OR WITHDRAWALS NOT PROPERLY DEBITED;**
4. **YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AGENTS, SUCCESSORS AND ASSIGNS HARMLESS FROM AND WE AND THEY SHALL NOT BE RESPONSIBLE FOR ANY LOSS, CLAIM, LIABILITY, DAMAGE, COST, EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) OR OTHER AMOUNT THAT ARISES IN ANY WAY, DIRECTLY OR INDIRECTLY, BECAUSE OF (A) THE ACTS, OMISSIONS OR POLICIES OF ANY GOVERNMENTAL AGENCY, FINANCIAL INSTITUTION OR OTHER PARTY THROUGH WHICH A FUNDS TRANSFER SUBJECT TO THIS AGREEMENT IS EFFECTED, INCLUDING THE FAILURE OF ANY SUCH INSTITUTION OR AGENCY OR PARTY TO ACCOUNT FOR OR PAY OVER ANY FUNDS TRANSFERRED; (B) LEGAL CONSTRAINTS, NATURAL DISASTER, FIRE, WAR, STRIKE, CIVIL UNREST, ACTS OF GOD, ERROR IN OR MALFUNCTIONING OR INTERRUPTION OF COMMUNICATION OR TRANSMISSION EQUIPMENT OR LINES or ANY OTHER CIRCUMSTANCE BEYOND OUR REASONABLE CONTROL; (C) YOUR FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT; (D) ANY DISPUTE BETWEEN YOU AND ANY OTHER OWNER ON YOUR ACCOUNT; AND (E) ANY THIRD PARTY CLAIMING AN INTEREST IN YOUR ACCOUNT.**

**IN ADDITION, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY AND REIMBURSE US FOR ANY LOSS, LIABILITY, DAMAGE, COST AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES), WE MAY INCUR IN CONNECTION WITH YOUR ACCOUNT(S), THE SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT OR BY OUR FOLLOWING ANY OF YOUR INSTRUCTIONS, EXCEPT TO THE EXTENT THAT SUCH LOSS, LIABILITY, DAMAGE, COST OR EXPENSE WAS CAUSED SOLELY BY OUR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE.**

**THE LIMITATIONS ON OUR LIABILITY AND ENTITLEMENT TO BE INDEMNIFIED AND REIMBURSED CONTAINED IN THIS SECTION SHALL BE IN ADDITION TO ANY OTHER LIMITATIONS ON OUR LIABILITY AND ENTITLEMENT TO INDEMNITY AND REIMBURSEMENT PROVIDED FOR IN THIS AGREEMENT, ANY OTHER AGREEMENT BETWEEN YOU AND US OR PROVIDED BY LAW.**

**FURTHERMORE, THE LIMITATIONS ON OUR LIABILITY AND ENTITLEMENT TO BE INDEMNIFIED AND REIMBURSED PROVIDED FOR IN ANY PROVISION OF THIS AGREEMENT SHALL BE CUMULATIVE AND NOT EXCLUSIVE OF ANY OTHER LIMITATION ON OUR LIABILITY AND RIGHT TO INDEMNITY AND REIMBURSEMENT PROVIDED ELSEWHERE IN THIS AGREEMENT.**

## UNLAWFUL, ILLEGAL OR HIGH-RISK TRANSACTIONS

You agree that you will not use your Account for any transaction that is illegal in the jurisdiction where the Account is opened, the jurisdictions where you live, the jurisdiction where the transaction is consummated or in any other jurisdiction affected by the transaction. You agree that it is your responsibility to determine the legality of each of your transactions in all applicable jurisdictions before entering into the transaction. You acknowledge and agree that we have no obligation to monitor, to review or to evaluate the legality of transactions involving your Account. You also agree that you will not use your Account in connection with any Internet or online gambling transaction or transactions involving cannabis products, whether or not gambling or cannabis are legal in any applicable jurisdiction. For example, you certify that you will not use your Account or do any banking transactions for any illegal purposes or activity including but not limited to those activities prohibited under the applicable federal or state law. You further represent and warrant that all transactions undertaken by you or on your behalf are legal and not in violation of any other laws. To the fullest extent permitted by law, you agree to pay for any Item that you authorized, even if the transaction related to that Item is determined to be illegal. We also reserve the right to refuse or return any Item that we believe is related to an illegal transaction, an Internet or online gambling transaction or a high-risk or otherwise illegal transaction, including, but not limited to, any transaction presented against your Account that we reasonably believe is related to the purchase, sale or exchange of any decentralized, non-fiat virtual currency, cryptocurrency or any other digital currency or money that relies on distributed ledger or blockchain technology and you agree that we shall have no liability to you whether we decline to pay or whether we pay any such Item.

More specifically, except as otherwise disclosed in writing to us, you represent that you are not engaged in the production, manufacturing/refinement, distribution or sale of industrial hemp or industrial hemp-derived products (such as products containing CBD oil) that are not classified as Schedule I drugs under the federal Controlled Substances Act. You further represent that, except as otherwise disclosed in writing to us, you do not derive any of your income from entities that are engaged in the production, manufacturing/refinement, distribution or sale of industrial hemp or industrial hemp derived products (such as products containing CBD oil) that are not classified as Schedule I drugs under the federal Controlled Substances Act, either directly or indirectly (including, but not limited to, rental property income). If you are engaged in any of the activities described above, you must disclose such fact prior to opening your Account with us, we reserve the right to request proof of current certifications or licensing for such activities, as well as any other diligence information that we may reasonably require and we reserve

the right to deny you an Account based on such activity. You also understand and agree that we may terminate your Account immediately if you become engaged in any of the activities described in this section during the course of your relationship with us.

**PROVISIONING FOR POWERS OF ATTORNEY**

You acknowledge and agree that we are not obligated to accept or honor a delegation of authority to another person to act upon your behalf, including a Power of Attorney, unless we determine in our sole discretion that such delegation of authority or Power of Attorney complies with applicable law, including the Texas Estates Code.

Prior to our accepting a delegation of authority or Power of Attorney, we may require that (a) it be in a form acceptable to us and in compliance with the Texas Estates Code and (b) you provide us certain documentation (at your expense) including, but not limited to, certification and/or a legal opinion from your counsel executed pursuant to the Texas Estates Code.

In the event you have an attorney-in-fact or other agent and such attorney-in-fact or other agent attempts to withdraw or transfer funds from your Account, we reserve the right to refuse to pay any Items or permit any withdrawals or transfers by your attorney-in-fact or other agent. We also reserve the right to restrict the types and sizes of transactions we will permit an attorney-in-fact or other agent to conduct, by general policy or on a case-by-case basis.

**If we accept a delegation of authority to another person to act upon your behalf or a Power of Attorney, you agree to indemnify us for and hold us harmless from any claim, losses, damages, costs and expenses (including reasonable attorneys' fees) that we incur in connection with transactions conducted in reliance upon such delegation of authority or Power of Attorney.**

You acknowledge and agree that we may continue to recognize the authority of any delegation of authority to another person to act upon your behalf or Power of Attorney that we elect to accept until we receive actual written notice of revocation or termination, including revocation that results from death and have had a reasonable amount of time to act upon such written notice. Regardless of the specific terms contained within the delegation of authority or Power of Attorney, you must notify us in writing if you decide to revoke the respective authority or Power of Attorney.

**Survival of Obligations and Severability.** The following provisions shall survive the closure of your Account(s) with us and the termination of all of your business with us: governing law, alternative dispute resolution, the jury trial waiver, the class action waiver, provisions providing for limitations on our liability, provisions releasing us of liability and your obligations to indemnify us and pay any losses, damages, claims, costs and/or expenses.

## III. FDIC Insurance — Ensuring Your Deposits Are Safe

FDIC insurance covers all deposit accounts, including checking accounts, savings accounts, money markets and certificates of deposit. FDIC insurance does not cover other financial products and services that we may offer such as securities and other investment products. The current insurance amount is $250,000 per depositor, per insured bank, for each account ownership. The FDIC provides separate coverage for deposits held in different account ownership categories. Depositors may qualify for more coverage if they have funds in different ownership categories and all FDIC requirements are met.

**The ownership categories are**:

1. Single Accounts
2. Joint Accounts
3. Certain Retirement Accounts (includes IRAs)
4. Trust Accounts
5. Corporation, Partnership and Unincorporated Association Accounts
6. Employee Benefits Plan Accounts
7. Government

Bask Bank® is a division of Texas Capital Bank and all Bask Bank® deposit accounts are offered through Texas Capital Bank. All deposits that an account holder has in the same ownership category at the same bank are added together and insured up to at least $250,000.

To calculate your deposit insurance coverage, use the FDIC's Electronic Deposit Insurance Estimator (EDIE) at www.fdic.gov/edie. For more information on FDIC Deposit Insurance Coverage, go to www.fdic.gov/deposit/deposits.

## IV. Funds Availability Policy

Our Funds Availability Policy applies to all deposit Accounts held with us. You may inquire as to the account type of other Accounts you have with us by calling 833.260.4320 (Bask Bank® Customer Support).

**CONCERNING YOUR ABILITY TO WITHDRAW FUNDS**

Bask Bank does not accept cash and limits physical check deposits. Any physical check deposits received will be subject to the following funds

availability policy. Check deposits received via mobile deposit are subject to the Online Banking Terms and Conditions which are included within the section titled "Funds Availability Regarding Mobile Remote Deposit Capture (RDC) Deposits."

- **ACH Deposits:** Funds become available for ACH Entries originating through external banks the Business Day of receipt. For ACH Debit Entries originating from Texas Capital Bank through your linked external account, funds will be made available no later than five (5) Business Days after the Settlement Date of such items.
- **Wire Transfer Deposits:** Funds become available on the Business Day of the deposit.
- **Cash and Check Deposits**: Funds become available on the first Business Day after the day of deposit.
- **U.S. Postal Money Orders, Cashier, Certified and Teller Check Deposits:** Funds for the first $6,725 become available on the first Business Day after the day of deposit. In the event your deposit was not made in person to one of our employees, funds for the first $6,725 do not become available until the second Business Day after the day of deposit (other than a U.S. Treasury Check). In either case, the excess over $6,725 of the deposit becomes available on the ninth Business Day after the day of deposit.
- **Federal, State and Government Deposits:** Funds become available on the first Business Day after the day of deposit.

Without limiting the foregoing, we will use the receipt of such deposits to pay Items that present against your Account. You acknowledge and agree that you are responsible for the management of your Account with us. In the event you withdraw all funds in your Account to which a deposit is made, you acknowledge and agree that you are responsible for all Items that present against your Account for payment and any Items that are returned as unpaid, including any fees that result due to such non-payment.

For information specific to the availability of funds deposited through Mobile Remote Deposit Capture see the "Funds Availability Regarding Mobile RDC Deposits" in part VII. Online Banking Terms and Disclosures Agreement for details.

**CONCERNING LONGER DELAYS**

Notwithstanding our general policy, in some cases, there may be a longer delay in making funds available to you. Depending on the type of Check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first $275.00 of your deposits, however, will be available on the first Business Day.

In some cases, funds you deposit by Check may be delayed up to seven Business Days. Circumstances that may warrant such a delay include the following:

- We believe a Check you deposit will not be paid.
- You deposit Checks totaling more than $6,725.00 on the same day.
- You redeposit a Check that has been previously returned unpaid.
- You have overdrawn your Account multiple times in the past six months.
- We or others in the payment channel encounter an emergency, such as failure of computer or communications equipment.

If we are not going to make the total amount of your deposit available to you on the first Business Day after the day of deposit, we may notify you of the delay by the Business Day following the date of your deposit. Furthermore, we may also provide you with the date of when the total funds will become available for withdrawal by you. In any event, you may ask us when funds will become available prior to making a deposit by Check by calling 833.260.4320 (Bask Bank® Customer Support).

**PROVISIONING FOR NEW ACCOUNTS**

An Account will be labeled as new if opened in the last thirty (30) days and with no other established Accounts for any of the Account Owners for at least thirty (30) days. In the event your Account is a new Account special guidelines govern our processing of your deposits. These special guidelines include:

- **ACH Deposits:** Funds become available for ACH Entries originating through external banks the Business Day of receipt. For ACH Entries originating from Bask Bank® through your linked external account, funds will be made available no later than five (5) Business Days after the Settlement Date of such items.
- **Wire Transfer Deposits:** Funds become available on the Business Day of the deposit.
- **U.S. Postal Service Money Order, Cashier, Certified, Teller and Traveler Check Deposits:** Funds for the first $6,725.00 become available on the first Business Day after the day of deposit. In the event your deposit was not made in person to one of our employees, funds for the first $6,725.00 do not become available until the second Business Day after the day of deposit. In either case, the balance of the deposit becomes available on the ninth Business Day after the day of deposit (other than a U.S. Treasury Check). In either case, the excess over $6,725.00 of the deposit becomes available on the ninth Business Day after the day of deposit.
- **Federal, State and Government Deposits:** Funds become available on the first Business Day after the day of deposit.
- **Other Check Deposits:** Funds become available on the ninth Business Day after the day of deposit.

**WHAT IS A SUBSTITUTE CHECK?**

In an effort to make Check processing more efficient, federal law and regulation permits banks to replace original Checks with "Substitute Checks." A Substitute Check is similar in size to the original Check with a slightly reduced image of the front and back. The front of a Substitute Check states: "This is a legal copy of your Check. You can use it the same way you would use the original Check." You may use a Substitute Check as proof of payment just as with the original Check. Some or all of the Checks that you receive back from us may be Substitute Checks. The following sections describe rights you have when you receive Substitute Checks from us. The rights in the following sections do not apply to original Checks or to Electronic Debits that post to your Account; however, you have rights under other federal law and regulation with respect to such transaction types.

**WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?**

Under certain circumstances, federal law and regulation provides a special procedure that allows you to request a refund in the event a Substitute Check posts to your Account and you suffer a loss (for example, we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same Check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and applicable fees that were charged as a result of the withdrawal. The amount of your refund under this procedure is limited to the amount of your loss or the amount of the Substitute Check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the Substitute Check, you may be able to recover additional amounts under other law. In the event you use this procedure, you may receive the lesser of the Substitute Check or $2,500, plus interest if your Account is an interest-bearing Account, within 10 Business Days after we receive your claim and the remainder of your refund (plus interest if your Account is an interest-bearing Account) not later than 45 days after we receive your claim. We may reverse the refund (including any interest on the refund) if we later demonstrate that the Substitute Check was correctly posted to your Account.

**HOW DO I MAKE A CLAIM FOR A REFUND?**

In the event you believe you have suffered a loss which pertains to a Substitute Check that you received and that has posted to your Account, please call us immediately at 833.260.4320 Bask Bank® Customer Support. You must contact us within 40 days of the date that we mailed to you (or otherwise made available by an agreed-upon means) the Substitute Check in question or the Periodic Statement on which the Substitute Check is reflected, whichever is later. We will extend the 40-day timeframe in the event you were unable to make a timely claim due to extenuating circumstances.

**Your claim for a refund must include:**

- A description of why you believe you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the Substitute Check you received is insufficient to confirm that you suffered a loss; and
- A copy of the Substitute Check and/or these details to help us identify the Substitute Check:
  - Account number
  - Check number
  - Payee (the name of the person to whom you wrote the Check)
  - Amount of the Check
  - Date you discovered the issue
  - Date the Check paid against your Account

## V. Funds Transfer Services

The following provisions apply to our funds transfer services. This Section V is divided into three distinct parts: (1) Wire Transfer Requests, (2) Automated Clearing House Items and (3) Electronic Funds Transfers.

**1. WIRE TRANSFER REQUESTS**

The following provisions cover your rights and responsibilities with regard to wire transfer requests you initiate or receive.

**PAYMENT ORDER**

Wire transfer requests must be completed by you in form and substance acceptable to use in our sole discretion. Any request for a wire transfer of funds or any amendment or modification to or cancellation of, that request or any related instruction, is referred to in this Agreement as a "Payment Order." As used herein, the term "Payment Order" shall be deemed to include a request to transfer funds by wire by means of the Federal Reserve FEDWIRE, through a Correspondent Bank, the Society for Worldwide Interbank Financial Telecommunications ("SWIFT"), TELEX, computer terminal or other means. The term shall be deemed not to include transfers made through ACH system within the United States, as defined by NACHA operating rules as those rules may be amended from time to time.

**AUTHORIZED ACCOUNTS**

You agree that unless otherwise agreed to by you and us in writing, each account you maintain with us is authorized to transfer and receive funds via wire (each an "Authorized Account").

**FUNDS TRANSFER PROCEDURES**

Subject to our normal banking hours and other deadlines, whether legal, regulatory or contractual, you hereby authorize and direct us to make transfers and to act upon any Payment Order upon receipt via our online banking portal, electronic mail, via telephone or by any other means. Unless you are otherwise notified in writing, we will receive Payment Orders and incoming wire transfers on Business Days between the hours of 8:00 a.m. and 5:15 p.m. Central Time and will send outgoing wire transfers on Business Days between the hours of 8:00 a.m. and 5:15 p.m. Central Time. Any Payment Order received after 5:15 p.m. Central Time may be treated as having been received on the next Business Day.

We will use reasonable efforts to execute all Payment Orders received in accordance with this Agreement and by the date designated by you, provided that such Payment Orders are received on the days and during the hours of our operations as set forth above. Notwithstanding the foregoing, you understand and agree that we may not execute a Payment Order immediately on receipt and that there may be some lapse in time between you initiating a Payment Order and us executing it. You agree that we shall have a reasonable amount of time to execute on any Payment Order, including such time as necessary for us to confirm to our satisfaction your compliance with this Agreement and the security procedures described herein.

We will not be deemed to have accepted a Payment Order until such Payment Order is actually executed. For purposes of this Agreement, a Payment Order is deemed executed once we issue an order intended to initiate your Payment Order through a wire transfer system. You acknowledge and agree that we may select any intermediary financial institution, system or means of transmittal to transmit funds, including, but not limited to, the FEDWIRE wire transfer system for the transfer of domestic funds. Furthermore, you acknowledge and agree that our selection may differ from that indicated in your Payment Order. If you request, we will use reasonable efforts to notify you of incoming wire transfers, but you agree that we shall have no liability to you of any kind for failing to provide such notice.

You acknowledge and agree that we are not obligated to accept any Payment Order. We may, in our sole discretion, reject a Payment Order for any reason including, but not limited to any of the following reasons: (i) you fail to submit the Payment Order in sufficient time to meet your requested execution date; (ii) there are insufficient funds in the Authorized Account(s) to cover the amount of the Payment Order; (iii) the Payment Order contains incomplete instructions; (iv) we are unable to verify to our satisfaction that the Payment Order has been submitted in accordance with all applicable security procedures, including those contained in this Agreement; or (v) you have failed to meet your obligation for payment of fees and charges owed to us under this Agreement or any other agreement between the parties. In the event a Payment Order is rejected, we will make reasonable efforts to notify you by telephone and, if unable to do so, will notify you in writing. If we do not receive your corrected Payment Order within five (5) Business Days from the date the original Payment Order was initiated, we will deem the Payment Order canceled by you. Funds from incoming transfers will not be deemed collected or credited to the Authorized Accounts or other Accounts you maintain with us until such time as we receive final settlement through the Federal Reserve Bank wire transfer system or otherwise receive payment as provided in the Article 4A of the UCC ("UCC, Article 4A") or other applicable law. You agree that the terms and conditions set forth herein constitute a commercially reasonable method of facilitating wire transfers by you.

**SECURITY PROCEDURES**

**YOU AGREE THAT YOU HAVE SOLE RESPONSIBILITY FOR EVALUATING AND APPROVING THE LEVEL OF SECURITY PROCEDURES FOR ISSUING PAYMENT ORDERS GIVEN THE SIZE AND TYPE OF ACCOUNTS YOU MAINTAIN WITH US AND THE SIZE, TYPE AND FREQUENCY OF TRANSACTIONS YOU INTEND TO MAKE. YOU ALSO AGREE THAT YOU HAVE SOLE RESPONSIBILITY FOR MAINTAINING THE CONFIDENTIALITY, MAINTENANCE, USE OF, CONTROL OVER AND ACCESS TO, YOUR PASSWORD(S), USERNAME(S), SECURITY TOKENS, PERSONAL IDENTIFICATION NUMBER(S), PASSCODE(S) AND OTHER PERSONAL IDENTIFICATION NUMBER(S), AND/OR SECURITY DEVICES OR OTHER INFORMATION (SUCH AS "CHALLENGE QUESTIONS") INTENDED TO AUTHENTICATE PAYMENT ORDERS**. You agree to:

(1) limit use and access of all access number(s), password(s), username(s), security tokens, security token serial numbers, personal identification number(s), passcode(s) and other information intended to authenticate payment orders to trusted persons who need such information; (2) instruct such persons that they are not to disclose any access number(s), password(s), username(s), security tokens, security token serial numbers, personal identification number(s), passcode(s) or other information intended to authenticate payment orders to any other person; and (3) establish and maintain procedures to ensure that all access number(s), password(s), username(s), security tokens, security token serial numbers, personal identification number(s), passcode(s) and other information intended to authenticate payment orders will be maintained in strictest confidence and to safeguard against unauthorized access thereto. You agree that each time you initiate a Payment Order, you represent and warrant that, in view of the size and type of your Accounts and your requirements, (a) the security procedure you have chosen for issuing Payment Orders is a satisfactory method of verifying the authenticity of any Payment Order and (b) you have in place proper supervision and safeguards to maintain the confidentiality and security of your password(s), username(s), security tokens and other personal

identification number(s) and/or security devices or other information intended to authenticate Payment Orders. **YOU AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY INSTRUCTION, PAYMENT ORDER, AMENDMENT OR CANCELLATION or ANY LOSS ARISING THEREFROM, ERRONEOUSLY TRANSMITTED BY YOU OR ANYONE AUTHORIZED BY YOU HEREUNDER OR CONTAINING AN ERROR IN CONTENT AS PROVIDED BY YOU OR ANYONE AUTHORIZED BY YOU HEREUNDER, REGARDLESS OF WHETHER WE FOLLOWED THE SECURITY PROCEDURES AGREED UPON HEREIN OR ANY APPLICATION HERETO.**

Without limiting the foregoing, we reserve the right, in our sole discretion, to verify the authenticity of a Payment Order. You acknowledge and agree that we have made our Online Banking with the above described security procedures available to you to transmit Payment Orders. You further acknowledge and agree that Payment Orders transmitted to us via electronic mail and via telephone may pose a higher degree of risk than those transmitted to us via our Online Banking Systems.

**IF AT ANY TIME YOU ELECT TO TRANSMIT A PAYMENT ORDER VIA ELECTRONIC MAIL AND/OR VIA TELEPHONE:**

**(A) YOU REPRESENT AND WARRANT THAT YOU UNDERSTAND THE RISK OF TRANSMITTING PAYMENT ORDERS IN SUCH MANNER AND WITHOUT THE SECURITY PROCEDURES WE MAKE AVAILABLE FOR TRANSMITTING PAYMENT ORDERS ELECTRONICALLY, AND YOU HAVE IN PLACE YOUR OWN SECURITY PROCEDURES THAT YOU DEEM ADEQUATE TO PROTECT YOURSELF AGAINST THE RISK OF LOSS THAT MAY BE ATTRIBUTABLE TO FRAUDULENT OR UNAUTHORIZED PAYMENT ORDERS TRANSMITTED VIA ELECTRONIC MAIL, AND/OR VIA TELEPHONE (INCLUDING, BUT NOT LIMITED TO, SECURITY PROCEDURES THAT PREVENT OR REDUCE THE LIKELIHOOD OF ELECTRONIC MAIL COMPROMISE), AND (B) YOU ASSUME ALL RISK AND LIABILITY FOR, AND RELEASE AND HOLD US HARMLESS FROM, ANY AND ALL LOSSES, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED AS A RESULT OF OUR HAVING ACCEPTED IN GOOD FAITH ANY PAYMENT ORDER FROM (OR PURPORTING TO BE FROM) YOU TRANSMITTED VIA ELECTRONIC MAIL OR VIA TELEPHONE FROM (OR PURPORTING TO BE FROM) YOU OR ANY OF YOUR AUTHORIZED AGENTS.**

Without limiting any of the foregoing, we reserve the right, in our sole discretion, to require any of the following additional methods of authentication before we accept or act on any Payment Order: (a) require that a return call may be made to you to verify the authenticity of such Payment Order; and/or (b) require authenticating information including such authenticating information as PINs, passwords or other information (such as "challenge questions") intended to authenticate instructions; and/or (c) require that such other security requirements be met as we deem necessary to authenticate a transaction. **You understand and agree that your failure to submit a request to us on our form, to accept a return call or comply with any other security requirements that we require may result in us rejecting a Payment Order.** You further understand and agree that we are not required to do any of the foregoing described in (a)-(c) and the fact that we do not take such action in one case shall not waive our right to take such action in another case, nor the fact that we took such action in one case establishes an expectation on your part that we will take such action in the future. You further understand and agree that we may change our security procedures or add new requirements at any time and, upon notice to you, you will comply with such changes.

Upon your request a confirmation will be sent to you within three (3) Business Days from when your Payment Order is received. Regardless of the manner in which a Payment Order is received, on occasion we may email you at such address and/or number(s) as you must designate from time to time, other confirmation setting forth the foregoing information regarding a Payment Order. In addition, your Periodic Statement will also include such information. You may also access your Account details by way of our Online Banking System. You agree to examine each electronic message, confirmation if applicable and Periodic Statement upon receipt and to notify us immediately of any perceived error or other problem regarding any such transfer.

Payment Orders may be subject to other agreements between us and you and you agree to comply with such other agreements. You agree that you have been advised of and will comply with, all security procedures set forth in this Agreement and any other applicable agreement between us and you. You agree that your failure to comply with our security procedures in this Agreement and any other applicable agreement shall result in you being responsible for any liability, loss or damage resulting from such failure.

## CUSTOMER VERIFICATION

You agree that we are authorized, but not obligated, to rely upon and act in accordance with any Payment Order or other instruction or communication by phone, email or other electronic transmission (including without limitation any transmission by use of our software or the Internet, if applicable) received by us without inquiry on our part as to its accuracy or correctness. You further agree that we may, but are not obligated to, verify the accuracy or correctness of any Payment Order or other instruction or communication you provide us. If we attempt to verify the accuracy or correctness of a Payment Order or other instruction or communication and are unable to do so, we may, in our sole discretion, either make the transfer or decline to make the transfer or follow the instructions or decline to follow the instructions. In such event, we shall not be liable to you for any actual loss of any kind or in any amount, provided we have acted in good faith, even if such Payment Order or other instruction or communication contains inaccurate or erroneous information. You acknowledge and agree that you should verify all Payment Orders and other instructions and communications sent to us.

**WIRE TRANSFER OPTIONS**

You may initiate Payment Orders on an as-needed basis ("Standard Transfer") and/or may establish a predetermined, preauthorized schedule of Payment Orders ("Repetitive Transfer"). In the event you elect to utilize Repetitive Transfers, you may have two options. If you select "manual" Repetitive Transfers, then you may not vary any of the details of the Payment Orders and the date, amount and beneficiary must remain the same. Or, if you select Repetitive Transfers within the Online Banking System using a "repetitive" template, then you may vary the date and amount of the Payment Order; however, Authorized Accounts designated to be debited and credited may not vary. Additionally, upon receipt of documentation deemed satisfactory to us in our sole discretion, you may permit Third Parties to initiate a reverse Wire Transfer with the effect of debiting your Account with us and crediting the Third Party's Account in accordance with the authorized Payment Order.

**ACCOUNT-TO-ACCOUNT TRANSFERS**

Your account-to-account transfers (i.e., book transfers) also constitute Payment Orders. All Payment Orders initiated by you must be initiated in compliance with our security procedures set forth in this and any other applicable agreement between us and you.

**CERTAIN CUSTOMER RESPONSIBILITIES**

You agree that you have sole responsibility for ensuring the accuracy of any Payment Order. You understand that the numbers assigned to other financial institutions and to the financial accounts of recipients of transfers (known as beneficiaries) with us and other financial institutions are critical to Payment Orders. **IF ANY PAYMENT ORDER BY YOU DESCRIBES THE INTENDED BENEFICIARY OF FUNDS INCONSISTENTLY BY NAME AND ACCOUNT NUMBER THAT PAYMENT BY THE RECEIVING FINANCIAL INSTITUTION (WHICH MAY BE US) MAY BE MADE ON THE BASIS OF ACCOUNT NUMBER ALONE EVEN IF THAT ACCOUNT IS NOT OWNED BY THE PERSON OR ENTITY NAMED IN THE PAYMENT ORDER. WE WILL NOT BE LIABLE FOR ANY ERRORS OR LOSSES RESULTING FROM ANY ERRORS IN OR CHANGES TO THE BENEFICIARY INFORMATION PROVIDED BY YOU. YOU HEREBY AGREE AND ACKNOWLEDGE THAT WE, THE BENEFICIARY'S FINANCIAL INSTITUTION AND EVERY INTERMEDIARY FINANCIAL INSTITUTION, ARE NOT RESPONSIBLE FOR DETECTING ANY CUSTOMER ERROR CONTAINED IN ANY INDIVIDUAL PAYMENT ORDER.**

If requested, you agree to provide an address of the beneficiary of each requested transaction. You represent and warrant to us that each transfer initiated by you is in compliance with the laws of the United States of America, including, without limitation, economic sanctions administered by OFAC and any other applicable laws.

**CERTAIN BANK RESPONSIBILITIES**

Our duties and responsibilities with respect to a Payment Order and any funds transfer service are limited to those described in this Section V. Our liability for failure to execute a Payment Order, if any, shall be limited as set forth in this Section V and otherwise in this Agreement.

We will use ordinary care in performing under this Agreement, but will be responsible for any loss sustained by you only to the extent such loss is incurred as a direct result of our gross negligence or willful misconduct. However, in such case, our liability will extend only to the resulting direct loss not to exceed the amount of the disputed transfer and any related fees. Notwithstanding the foregoing, you agree that we will not be responsible for any liability, loss or damage resulting from: your failure to follow this Agreement or any procedures we require for transmitting Payment Orders, of which we have notified you; or any delay in the performance by us of or failure to perform, the provisions of this Agreement; or the acts or omissions of any other person. You further agree that to the fullest extent permitted by law we shall not be liable for any special, indirect, exemplary or consequential damages, including, but not limited to, lost profits, even if we have been informed of the possibility of such damages.

**IN THE EVENT THAT A PAYMENT ORDER IS UNAUTHORIZED BUT EFFECTIVE PURSUANT TO THE SECURITY PROCEDURES AND OTHER PROCEDURES AGREED TO HEREIN, WE ARE ENTITLED TO ENFORCE OR RETAIN PAYMENT FOR THE PAYMENT ORDER FROM YOU UNLESS YOU CAN PROVE THAT THE PAYMENT ORDER WAS NOT CAUSED, DIRECTLY OR INDIRECTLY, BY A PERSON EITHER (I) ENTRUSTED AT ANY TIME WITH DUTIES TO ACT ON YOUR BEHALF WITH RESPECT TO SUCH PAYMENT ORDER OR THE SECURITY PROCEDURES OR OTHER PROCEDURES HEREIN OR (II) WHO OBTAINED ACCESS TO YOUR TRANSMITTING FACILITIES OR WHO OBTAINED, FROM A SOURCE CONTROLLED BY YOU AND WITHOUT AUTHORITY OF US, INFORMATION FACILITATING A BREACH OF THE PROCEDURES, REGARDLESS OF HOW THE INFORMATION WAS OBTAINED OR WHETHER YOU WERE AT FAULT.**

**CUSTOMER AMENDMENT/CANCELLATION REQUESTS**

You acknowledge and agree that you have no right to reverse, amend, adjust, cancel or revoke a wire transfer request after we have executed the wire transfer. Notwithstanding the foregoing and without limiting the same, we will review oral and written requests to revoke or cancel an international remittance transfer if we receive such request no later than 30 minutes after you make payment in connection with such remittance transfer. If you request the reversal, adjustment, amendment, cancellation or revocation of a wire transfer request, we may (but shall not be obligated to) attempt to recover the funds from the transferee using whatever steps we may deem appropriate in our sole discretion. **YOU AGREE TO INDEMNIFY US AND HOLD US HARMLESS AGAINST ANY CLAIM, LOSSES, DAMAGES, COSTS OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), WHICH WE MAY INCUR IN ATTEMPTING TO EFFECT SUCH RECOVERY OF FUNDS. WE MAKE NO REPRESENTATION OR WARRANTY AS TO OUR ABILITY TO REVOKE OR CANCEL A WIRE TRANSFER ONCE MADE.**

**FOREIGN CURRENCIES**

We do not accept or process deposits in foreign currency.

**CHARGES AND FEES**

Refer to the Bask Bank® Schedule of Fees for details.

**GOVERNING LAW**

Fund transfers shall be governed by all applicable operating circulars of any Federal Reserve Bank which may handle any transaction that is the subject of this Agreement and by all applicable provisions of federal law and regulation. If any part of a Payment Order is carried out by FEDWIRE, your rights and responsibilities are governed by Regulation J of the U.S. Federal Reserve Board, 12 C.F.R. part 210. To the extent allowed by federal law, this Agreement shall also be governed by the operating rules and other governing documents of SWIFT or any other wire transfer or advice service or facilitator and by the laws of any foreign nation having jurisdiction over the transfer (or any segment thereof, to the extent of that segment only). To the extent it is not governed by such laws, regulations, rules and other governing documents, this Agreement shall be governed by the laws of the State of Texas. Without limiting the foregoing, certain provisions of UCC, Article 4A, may apply as well.

**2. AUTOMATED CLEARING HOUSE ITEMS**

This section covers your rights and responsibilities with regard to Automated Clearing House Items you initiate or receive. In connection with your Account, your rights and responsibilities will be governed accordingly by applicable laws, rules and regulations. You acknowledge and agree to be bound by the NACHA Operating Rules. This section is divided into two distinct parts: Laws, Rules and Regulations; and Personal Accounts. The subject matter that follows provides guidance as to your rights and responsibilities of managing your Account with us.

**LAWS, RULES AND REGULATIONS GOVERNING BODY OF NACHA**

As a whole, the governing body of the National Automated Clearing House Association ("NACHA") provides protections for Consumer ACH transactions. For example, if a Consumer discovers an unauthorized ACH Entry(s), the Consumer has up to sixty (60) days from the Settlement Date of the respective ACH Entry(s) to return it as unauthorized.

**GOVERNING BODY OF REGULATION E**

The role of Regulation E is to carry out the purposes of the Electronic Funds Transfer Act ("EFTA"), which establishes the basic rights, liabilities and responsibilities of Consumers who use Electronic Funds Transfer services and of financial institutions that offer these services. The primary objective of the EFTA and Regulation E is the protection of Consumers engaging in Electronic Funds Transfers. The term Electronic Funds Transfer means any transfer of funds that is initiated through an electronic terminal, telephone, computer or magnetic tape for the purpose of ordering, instructing or authorizing a financial institution to debit or credit a Consumer's account. The term extends to these transaction types:

- ACH (direct deposit or withdrawal of funds)
- Point-of-sale transfers
- Automated teller machine ("ATM") transfers
- Person-to-Person (P2P) transactions
- Transfers initiated by debit card (regardless if initiated through an electronic terminal)
- Direct deposit or withdrawals of funds
- Transfers initiated by telephone

**INTERNATIONAL ACH TRANSACTIONS ("IATS")**

IATs are ACH entries that are part of a payment transaction involving the office of a financial agency (an institution authorized by law to accept deposits, issue money orders or transfer funds) that is not located in the territorial jurisdiction of the United States. Effective September 18, 2009, all international transactions made via the ACH Network are required to use the IAT SEC code. The IAT SEC code replaces the CBR and PBR SEC codes that previously were in use. The NACHA Operating Rules require the IAT code and format of all ACH payments entering or exiting the United States. This new rule applies to all ACH participants and will simplify the process of identifying international transactions by requiring that IAT entries include specific data elements defined by the Bank Secrecy Act "Travel Rule."

The Originator acknowledges and agrees that we may, from time to time, need to temporarily suspend the processing of an IAT for greater scrutiny or verification against the Specially Designated National ("SDN") List and that this additional scrutiny or verification may affect or delay the settlement and/or availability of the funds that are the subject of the IAT. We shall not be liable to the Originator or any other person if there is a delay in settlement or in the availability of funds that are the subject of the IAT caused by our temporary suspension of the processing of an IAT for greater scrutiny or verification against the SDN List.

**REPORTING ERRORS OR UNAUTHORIZED TRANSFERS**

You agree that you are in the best position to protect against fraudulent and unauthorized transfers and to detect any such or any other error or discrepancy involving your Account or any Payment Order. **You must notify us of any error or discrepancy with respect to any Payment Order AT ONCE and, in any event, within 2 (two) Business Days from the earliest date any electronic message or confirmation is sent to**

**you pertaining to the Payment Order or within sixty (60) days from the date you receive your Periodic Statement containing the Payment Order. Such notice shall be made by calling 833.260.4320 (Bask Bank® Customer Support). Written confirmation can be mailed to: Attn: Consumer Operations 1001 E. Lookout Drive, Tower A, Suite 700 Richardson, Texas 75082. If you do not receive an electronic message or confirmation of your Payment Order, then you must notify us of any error or discrepancy with respect to any Payment Order. In the event you fail to notify us within the timeframe set forth herein, you acknowledge and agree that we shall be relieved of any liability in connection with the Payment Order:** If, upon you questioning a transaction within the timeframe set forth herein, it is determined we complied with this Agreement or that you did not comply with this Agreement, we shall be relieved of all liability in connection with the Payment Order.

## DISCLOSING YOUR ACCOUNT INFORMATION

We will disclose information to a Third Party about your Account with respect to Electronic Funds Transfer requests you have authorized. Such information is shared by us as deemed necessary to:

1. Complete a transfer
2. Conduct our business
3. Provide information as to the existence and condition of your Account to a Third Party, such as a credit bureau or merchant
4. Comply with a government agency or court order
5. Comply with your written permission
6. Comply with the terms of our Privacy Notices

Notwithstanding the foregoing, please see our Privacy Notices for additional details about your rights to financial privacy as a consumer.

## CONCERNING ACH ENTRIES

We may accept an ACH Credit Entry or ACH Debit Entry on your behalf, which is subject to Regulation E and governed by the NACHA Operating Rules. Such ACH Entry is arranged between you and the Originator (for example, merchant, place of business or financial institution) by written authorization. We may act as either the Receiving Depository Financial Institution ("RDFI") or the Originating Financial Depository Institution ("ODFI").

You acknowledge and agree that your rights and responsibilities with respect to such ACH Entry shall be construed in accordance with the NACHA Operating Rules. ACH Entries are provisional until final payment is received by Us on the Settlement Date. Furthermore, you acknowledge and agree that we may rely on such representations and warranties contained in the NACHA Operating Rules and may credit or debit your Account in accordance to these Rules as instructed by the Originator of the ACH Entry.

In regards to ACH Credit Entries, notwithstanding the foregoing, if you have made arrangements with an Originator to credit your Account at least once every 60 days from the same entity (person and/or place of business), you may inquire about such ACH Credit Entry by calling 833.260.4320 (Bask Bank® Customer Support). You generally may also access your Account with us through our Online Banking services seven days a week, 24 hours a day, with the exception of regularly scheduled online banking maintenance performed by us.

## RETURNING REVOKED/UNAUTHORIZED ACH ENTRIES

Although all ACH Entries (both credit and debit) may be returned in accordance to the NACHA Operating Rules, those ACH Entries that may warrant the most concern include those that are revoked, unauthorized or involve the improper use of a source document and/or the amount thereof. Under such circumstances, the NACHA Operating Rules provide certain guidelines to protect Consumers.

Under certain rules afforded by the NACHA Operating Rules, you may have rights and responsibilities to return an ACH Debit Entry as revoked or unauthorized. Such rights and responsibilities include, but are not limited to, these events:

- **Authorization Revoked by Customer:** You have revoked the authorization previously granted to the Originator (for example, merchant, business relationship or financial institution) for a particular repetitive ACH Debit Entry. The requirement of this rule is that you have requested that the Originator cease the repetitive ACH Debit Entry. We may request proof that the relationship has been ceased. You acknowledge and agree that this rule has a 60-day return timeframe from the Settlement Date of the respective ACH Debit Entry.
- **Customer Advises Not Authorized;** Notice Not Provided; Improper Source Document; or Amount of Entry Not Accurately Obtained from Source Document: you notice an ACH Debit Entry to your Account that meets the criteria set forth herein. The requirements of this rule are that you have no prior knowledge, on any level, with respect to the ACH Debit Entry or that the source document or amount thereof, is improper or not accurately reflected. You acknowledge and agree that this rule has a 60-day return timeframe from the Settlement Date of the respective ACH Debit Entry.

In the event you receive an ACH Debit Entry that has been previously revoked, is unauthorized or involves the improper use of a source document and/or the amount thereof, notify us AT ONCE by calling 833.260.4320 (Bask Bank® Customer Support). You acknowledge and agree that you are afforded protection by the NACHA Operating Rules of up to 60 days from the Settlement Date of the respective ACH Debit Entry to return it.

Furthermore, you acknowledge and agree that the 60-day return timeframe (from the Settlement Date) is the maximum protection you have in accordance to the NACHA Operating Rules. For example, if the ACH Debit Entry in question occurred on the 15th of the month and your Account statement is mailed or made available to you on the 30th of the month, you only have 45 days left on which to report the issue. Thus ordinary care by you is required.

Without limiting the foregoing, we require you notify us AT ONCE as soon as you discover an ACH Debit Entry that has been previously revoked, is unauthorized or involves the improper use of a source document and/or the amount thereof. You may request for us to return an ACH Debit Entry that is revoked, unauthorized or involves the improper use of a source document and/or the amount thereof by calling 833. 260.4320 (Bask Bank® Customer Support).

In the event it is determined that the ACH Debit Entry is revoked, unauthorized or involves the improper use of a source document and/or the amount thereof, we will ask you to provide us with a written statement under the penalty of perjury and will return the ACH Debit Entry accordingly. You must notify us of your intent to return a revoked, an unauthorized or the improper use of a source document within the sixty (60) day return timeframe set forth herein (from the Settlement Date) by our deadline at 12:00 p.m. CT.

**CONCERNING PERSONAL CHECK CONVERSION**

Under certain circumstances afforded by the NACHA Operating Rules, personal Checks written by you may be converted to an ACH Debit Entry. Such circumstances include these transaction types:

- Personal Check presented in person and converted at the point of purchase (the Check with your signature acts as the written authorization; the Check is handed back to you marked “Voided”).
- Personal Check mailed to lockbox for payment (an “Opt-Out” notice is mailed by the place of business most likely as a statement stuffer; if the “Opt-Out” notice is not returned to the place of business, all future payments by Check may be converted to an ACH Debit Entry).
- Personal Check presented in person, but is later converted (an “Opt-Out” notice is required each time a personal Check is presented for payment; disclosure is usually by signage at the point of purchase).
- Personal Check returned for Insufficient Funds reasons (a notice of Check conversion is usually by signage at the point-of-purchase, which grants rights to convert the personal Check to an ACH Debit Entry for collection purposes).

The information which appears on the bottom of your personal Check (MICR line) will be used by the place of business to capture the Account number by placing your Check in an MICR reading device. In the event you believe your personal Check should not have been converted to an ACH Debit Entry, notify us AT ONCE by calling 833.260.4320 Bask Bank® Customer Support.

**REQUESTING STOP PAYMENTS: ACH & RECURRING ELECTRONIC TRANSFERS**

You may request for us to place a stop payment on any ACH Debit Entry or Recurring Electronic Transfer initiated or to be initiated. You acknowledge and agree that your stop payment request must be received by us within three (3) Business Days from the scheduled date of the ACH Debit Entry or Recurring Electronic Transfer. You may notify us by calling 833.260.4320 (Bask Bank® Customer Support). Furthermore, you acknowledge and agree that the three (3) Business Day stop payment provision is only applicable to ACH Debit Entries or Recurring Electronic Transfer for this payment type: Prearranged Payments.

You acknowledge and agree that it is solely your responsibility to provide us with the information required to process your stop payment request to verify that we have not paid or otherwise processed the ACH Debit Entry or Recurring Electronic Transfer for which you are requesting a stop payment order. **You agree that we will not be liable to you if you provide us with any incorrect information or if you request a stop payment on an ACH Debit Entry or Recurring Electronic Transfer we have already paid. If you issue a stop payment order on an ACH Debit Entry or Recurring Electronic Transfer that we have paid already, we will not be liable if you initiate ACH Debit Entry or Recurring Electronic Transfer to the same Payee resulting in you paying the Payee twice. Additionally, you acknowledge and agree to indemnify us for and hold us harmless from any claim, losses, damages, judgments costs and expenses (including reasonable attorneys’ fees) that result from you providing us with incorrect information. Furthermore, in the event you provide us with any incorrect information which you requested a stop payment order, you acknowledge and agree that we may pay the ACH Debit Entry or Recurring Electronic Transfer accordingly and we will not be liable to you.**

Notwithstanding, stop payment requests that involve transactions, including, but not limited to, ACH Debit Entries initiated over the telephone or Internet or for Insufficient Funds reasons you acknowledge and agree that your stop payment request must be received by us up to three (3) days before the scheduled debit. This allows us a reasonable opportunity to act upon your stop payment request prior to acting on the ACH Debit Entry or Recurring Electronic Transfer.

We must receive a written confirmation from you within 14 days from the date of your oral request. Written confirmation can be mailed to: Attn: Consumer Operations 1001 E. Lookout Drive, Tower A, Suite 700 Richardson, Texas 75082. In the event you fail to provide us with your written confirmation within the 14-day timeframe, you acknowledge and agree that your stop payment request ceases to be binding and we have no obligation to maintain your oral stop payment request beyond the timeframe set forth herein.

Upon receipt of your written confirmation, a stop payment order remains in effect until the earlier of: a) the withdrawal of the stop payment order by the receiver; or b) the return of the debit entry or, where a stop payment order applies to more than one debit entry relating to a specific authorization involving a specific originator, the return of all such debit entries. Recurring Electronic Transfers remain in effect for six months, unless renewed in writing.

You acknowledge and agree to hold us harmless from any loss or damage you incur which may arise as a result of your stop payment request. Furthermore, in the event your stop payment order is successful, you acknowledge and agree that you may still be liable to the Payee or Third Party in the amount of the respective ACH Debit Entry or Recurring Electronic Transfer.

Notwithstanding, in the event we fail to execute your stop payment request in accordance to our Agreement with you, we will be liable for your direct losses or damages not to exceed, in the aggregate, the amount of the respective ACH Debit Entry or Recurring Electronic Transfer on which you requested the stop payment order and the recovery of that amount is your sole and exclusive remedy.

**CONCERNING CHANGING AMOUNT: ACH**

In the event you have made arrangements with an Originator (for example, a merchant, place of business or financial institution) to initiate an ACH Debit Entry to your Account on a recurring basis, the Originator must send notice to you when the ACH Debit Entry, which has been authorized by you in writing, will vary by amount. Such notice must be sent to you within 10 days from the date on which the ACH Debit Entry is scheduled to take place. Without limiting the foregoing, the Originator may opt, instead, to obtain your written authorization, agreeing to a range in lieu of a specific amount. Under such circumstances, a written notice to you is not required in accordance to the NACHA Operating Rules as long as the ACH Debit Entry is within the agreed upon range.

**CONCERNING CHANGING DATE: ACH**

In the event you have made arrangements with an Originator (for example, merchant, place of business or financial institution) to initiate an ACH Debit Entry to your Account on a recurring basis, the Originator must send notice to you in the event the date on which the ACH Debit Entry will take place, changes (if it is to change). Such notice must be sent to you within seven days from the date of the scheduled transfer.

## 3. ELECTRONIC FUNDS TRANSFERS

**CONCERNING ATM TRANSACTIONS**

You may use your Visa® Debit Card to conduct these PIN-driven transactions (subject to certain daily withdrawals limits):

- Withdraw Cash from your Checking Account. Limitations may apply. Contact Bask Customer Support for more details.
- Verify your Account activity, including balances, deposits and withdrawals.
- In some cases, these services may not be available at all electronic terminals. Electronic terminals are subject to certain daily withdrawal limits.
- Person-to-Person (P2P) transactions

**CONCERNING ONLINE BANKING TRANSACTIONS**

You may access your Account with us by 24 hours a day, 7 days a week (with the exception of regularly scheduled bank online maintenance periods), by logging on to our website at www.baskbank.com. To access your Account, you'll need your username, password and personal computer or mobile device. You may conduct these transactions:

- Transfer funds between your Accounts, including checking and savings
- Verify your Account activity, including balances, deposits and withdrawals
- Export Account information to a financial package such as Microsoft® Money or Quicken®

**PERSON-TO-PERSON (P2P) TRANSACTIONS**

Person-to-Person (P2P) transactions let you send money directly to another person via your mobile device through a linked bank account or card.

**CONCERNING VISA® DEBIT CARD TRANSACTIONS**

You acknowledge and agree that, unless you choose to decline at account opening, a debit card may automatically be issued and sent to you upon account opening. You may use your Visa® Debit Card to conduct these PIN and signature-driven transactions:

- Purchase goods and services in person, by telephone or over the Internet. You may not exceed your daily authorization limit. For security reasons, there may be times when we further limit this amount and/or the number of transactions.
- Conduct a PIN-driven transaction to receive Cash back at the point of purchase from a merchant or from a participating financial institution, where permitted.

Your Visa® Debit Card is accepted wherever you see the Visa® logo displayed.

Although your Visa® Debit Card is not utilized to conduct P2P electronic payment transfers, P2P electronic payment transfers appear as point of sale transactions on your Visa® Debit Card statements.

**NON-VISA® DEBIT TRANSACTION PROCESSING**

We have enabled non-Visa® debit transaction processing. This means you may use your Visa®-branded debit card on a PIN-Debit Network* (a non-Visa® network) without using a PIN.

The non-Visa® debit network(s) for which such transactions are enabled are: Accel, PULSE, Cirrus and NYCE Networks.

Examples of the types of actions that you may be required to make to initiate a Visa® transaction on your Visa®-branded debit card include signing a receipt, providing a card number over the phone or via the Internet or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

*Visa® Rules generally define PIN-Debit Network as a non-Visa® debit network that typically authenticates transactions by use of a Personal Identification Number (PIN) but that is not generally known for having a card program.

**CONCERNING TRANSACTION FEES**

You acknowledge and agree that fees which pertain to your Visa® Debit Card and ACH services through us, where applicable, are detailed in the applicable fee schedule provided to you accompanying this agreement. Furthermore, you acknowledge and agree that we may update the applicable fee schedule from time to time.

**CONCERNING ATM FEES**

We do not assess a fee when you use a Bask Bank® issued debit card at one of our Texas Capital ATM facilities. However, you may be assessed a usage fee when using an ATM facility not owned by us, including, but not limited to, a balance inquiry. You acknowledge and agree that you are responsible for all fees incurred when conducting a transaction or balance inquiry at an ATM facility not owned by us.

**RECEIVING RECEIPT AT ATM**

You acknowledge and agree that you will receive a receipt at the time you initiate a transaction at one of our ATM facilities. However, if the transaction is $15.00 or less, you may not receive a receipt. Such receipt will set forth the amount, date and other identifiable information which pertains to the respective transaction.

**REPORTING LOST OR STOLEN CARD**

If you believe that your Visa® Debit Card has been lost or stolen, call us AT ONCE at 833.260.4320 (Bask Bank® Customer Support) or you may report your Visa® Debit Card lost or stolen within our Online Banking System. Please see the “Provisioning for Error Resolution” section of this Agreement for details about your rights and responsibilities with regard to error resolution.

**TRAVELING ABROAD**

In the event you plan to use your Visa® Debit Card while traveling abroad, please read these precautions before you begin your trip:

- Safeguard your card; keep your Visa® Debit Card in a safe place at all times.
- Protect your Personal Identification Number (PIN); do not write your PIN on your Visa® Debit Card.
- Know your daily Cash withdrawal limit.
- Minimize your transactions; fewer transactions will reduce your exposure to fraud and fees.
- Retain your receipts so that you can reconcile your Account when your statement arrives.

We work hard to protect your Account against fraudulent transactions. In the event we notice unusual card activity, you acknowledge and agree that we may temporarily freeze your Account until we are able to verify the transaction(s) in question with you. Please advise us of your travel plans so that you will have immediate access to your funds. To advise us of your travel plans or in the event you suspect unusual transactions on your Account, you must promptly notify us at 833.260.4320 (Bask Bank® Customer Support) or you may notify us within our Online Banking System.

**FAILING TO COMPLETE TRANSFERS: OUR LIABILITY**

If we do not complete a transfer to or from your Account on time or in the correct amount in accordance to our Agreement with you, we will be liable to you for your direct losses or damages not to exceed, in the aggregate, the amount of the transfer and the recovery of that amount is your sole and exclusive remedy. Notwithstanding the foregoing, there are exceptions to our liability to you. We will not be liable to you in the event:

- Through no fault of ours, your Account does not have sufficient funds to complete the transfer.
- The data from a Third Party is not received, incomplete or erroneous.
- The recipient is deceased.
- The transfer would exceed either your credit limit or overdraft line of credit.
- The ATM from which you are conducting the transfer does not have enough Cash.
- The ATM or system is not working properly and you knew about the issue when you started the transfer.
- Circumstances beyond our control prevent the transfer, such as natural disasters, despite reasonable precautions we have taken.
- The funds in your Account are subject to legal process or other encumbrance restricting the transfer.
- The Account is dormant, in which case we may terminate your card and code access.
- The card or code has been revoked due to inactivity or at our sole discretion.

Other exceptions may be stated in other Agreements we have with you as permitted by law.

**PLACING A STOP PAYMENT: VISA® DEBIT CARD NON-RECURRING TRANSACTIONS**

Unless otherwise provided by separate Agreement between you and us, you acknowledge and agree that you may not request a stop Payment Order on Electronic Funds Transfers for non-recurring transactions you initiate with an Access Device. Thus, you should exert ordinary care at the point of purchase, whether in person, over the telephone or through the Internet, for the purchase of goods or services. Furthermore, unless you are confident that you will not need to request a stop Payment Order, you should use your judgment in completing the transaction.

**NOTIFYING US OF UNAUTHORIZED TRANSFERS: YOUR LIABILITY**

This section applies to unauthorized Electronic Funds Transfers involving an Access Device (Visa® Debit Card). For information which pertains to unauthorized ACH activity, please see the "Returning Revoked/Unauthorized ACH Entries: Consumer" section, as applicable, of this Agreement. Notify us promptly if you believe that your Visa® Debit Card has been lost or stolen or if you believe that your PIN or similar code has been learned by an unauthorized person. You acknowledge and agree that such notification must be initiated by calling 833.260.4320 (Bask Bank® Customer Support) or notifying us via Online Banking or email.

The risk to you in failing to notify us is the potential loss of all funds in your Account, including up to the maximum overdraft line of credit. If you notify us within 2 (two) Business Days after you learn of the loss or theft, your liability is up to $50 for an unauthorized Electronic Funds Transfer or series of related unauthorized Electronic Funds Transfers should someone use your Visa® Debit Card and/or PIN or similar code without your permission.

If you DO NOT notify us within 2 (two) Business Days after you discover the loss or theft of your Visa® Debit Card and/or PIN or similar code and we can prove that we could have stopped someone from using your Visa® Debit Card and/or PIN or similar code had you informed us of the loss or theft, your liability could be as much as $500. Failure to notify us of any unauthorized Electronic Funds Transfer should someone use your Visa® Debit Card and/or PIN or similar code within 60 days of when the first Periodic Statement which reflected such unauthorized activity was mailed or otherwise made available to you could result in additional losses by you of 100 percent. In our sole discretion, we may extend the 60-day timeframe when certain events prevent you from notifying us promptly, such as extended travel or hospital stay. Upon verification, we will extend the timeframe set forth herein to a timeframe deemed reasonable under such circumstances in accordance with Regulation E.

**PROVISIONING FOR ERROR RESOLUTION**

In the event you discover any error, including, but not limited to, an unauthorized transaction involving your Visa® Debit Card and/or PIN or similar code or if you discover any error on your statement or receipt, notify us promptly by calling 833.260.4320 (Bask Bank® Customer Support) or notifying us via Online Banking or email. Written confirmation can be mailed to: Attn: Consumer Operations 1001 E. Lookout Drive, Tower A, Suite 700 Richardson, Texas 75082. We will investigate whether an error occurred within 10 Business Days upon receipt of your dispute notification and will correct any error promptly. In the event we determine during our investigation that we need more time to complete our investigation, we may take up to 45 days to investigate your notice of an error. Furthermore, if we determine that the alleged error involves a transfer which results from a point-of-sale transaction or a transaction initiated outside a state, territory or possession of the U.S., we may take up to 90 days (instead of 45) to investigate.

Upon determination that we need 45 or 90 days to complete our investigation, we will provisionally credit your Account within 10 Business Days of your oral notice in the amount of the alleged error so that you will have use of such funds until our investigation is complete.

For errors involving new accounts, point-of-sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question.

Upon determination that we need 90 days to complete our investigation of the error on your new Account, we will provisionally credit your

Account within 20 Business Days of your oral notice in the amount of the alleged error so that you will have use of such funds until our investigation is complete.

Notwithstanding the foregoing, new or existing Account, we will advise you as to the results of our investigation within 3 (three) Business Days of completion and, if applicable, that the provisional credit is final.

Furthermore, if we determine that an error did occur, we will correct the error within 1 (one) Business Day after our discovery. In contrast, if we determine that an error did not occur, we will advise you as to the date we will debit your Account for the provisional credit.

We will honor all Items for 5 (five) Business Days after we have debited your Account in an amount up to the provisional credit. Thus, only Items that would have been paid had the provisional credit been in place will be honored. Furthermore, we will provide you with a written explanation detailing our decision that an error did not occur. You may request a copy of all documents used in our investigation.

All confirmation and requests for documentation required or provided for in this section shall be made in writing and mailed or sent by secure email to us:

**Bask Bank**
Attn: Consumer Operations
1001 E. Lookout Drive, Tower A, Suite 700
Richardson, Texas 75082

**Email:** customersupport@baskbank.com

**We require the following details in the event you are requesting documentation used during our research to determine whether an error occurred:**

1. Your name and Account number, if applicable;
2. A description of the error or issue which pertains to the Electronic Funds Transfer about which you are inquiring that clearly details why you believe an error occurred or why you are requesting more information; and
3. The dollar amount of the suspected error or issue and the date it posted to your Account.

## LENDING YOUR VISA® DEBIT CARD

In the event we determine through investigation that you loaned your Visa® Debit Card or your Personal Identification Number (PIN) or similar code to someone you know to conduct a transaction on your behalf, which in turn exceeds the authority granted by you, the protections of Regulation E do not apply. Under such circumstances, you acknowledge and agree that you bear full liability for such unauthorized activity.

## CONCERNING ILLEGAL USE OF YOUR VISA® DEBIT CARD

You acknowledge and agree not to use your Visa® Debit Card(s) for illegal gambling or other illegal purposes. Furthermore, the display of the Visa® logo on a merchant's website, for example, does not mean that transactions conducted from the merchant's website are lawful in all jurisdictions in which you may reside.

## ASSESSING ZERO LIABILITY: YOUR LIABILITY

When an Electronic Funds Transfer involves an Access Device which generates a debit to your Checking Account, your rights and responsibilities are governed by Regulation E. Under such circumstances, the provisions covered in the "Notifying Us of Unauthorized Transfers: Your Liability" section of this Agreement provide the guidelines of your rights and responsibilities in the event you encounter unauthorized activity generated by an Access Device.

Zero liability applies when the transaction involves a revolving line of credit utilizing either a consumer Visa® Debit Card or a business Visa® Debit Card (business with revenues less than $25 million annually), accessing the Visa® network, which does not directly debit your Checking Account. Under such circumstances, zero liability provisioned by Visa® bylaws are afforded if you encounter unauthorized activity generated by your Visa® Debit Card. For purposes of business Visa® Debit Cards, an unauthorized transaction does not include any transaction conducted by: (1) a business co-owner; (2) the cardholder or person authorized by the cardholder; or (3) any other person with an interest in or authority to transact business on the Account. Zero liability will not apply if we determine that you or any authorized cardholder was grossly negligent or fraudulent in the handling of the Visa® Debit Card. In the event an Electronic Funds Transfer meets the criteria for zero liability, we will provisionally credit your Account within 5 (five) Business Days. Zero liability does not apply to Visa® Corporate Cards.

## RESTRICTING/PROHIBITING TRANSFERS TO FOREIGN COUNTRIES AND NATIONALS

In accordance with the Bank Secrecy Act and other applicable laws and regulations, we have the right to restrict or prohibit any transfers of funds to a foreign country or national thereof, identified by the U.S. Government, including the Office of Foreign Assets Control, as a country which may be engaged in activities involving money laundering, terrorism or other criminal activities. Furthermore, in our sole discretion, we have the right to restrict or prohibit any withdrawal transactions (for example, debit transactions) originating from any foreign country.

## VI. ATM and Other Safety Tips

Your safety and the protection of your Account(s) is important to us. While we cannot anticipate every situation that may arise, we encourage you to read and follow the below ATM and Night Depository Safety, PIN and Card Safety and Mail and Phone Safety tips.

**ATM SAFETY**

1. Observe your surroundings when using an ATM facility or night depository. In the event the ATM facility is poorly lit or is in a hidden area, use another ATM facility or night depository. Consider having someone accompany you, especially after sunset.
2. Prepare your transactions at home and have your Visa® Debit Card out, ready for use.
3. Protect your PIN while entering on the keypad so that no one can see you entering it. Do not accept assistance from anyone unknown when using an ATM facility.
4. Do not display your Cash; place your Cash in your pocket as soon as the ATM transaction is complete. You can count your Cash later when in the safety of your own car, home or other secure area.
5. Lock the doors of your car and keep the windows rolled up (except for the front, driver-side window) when using a drive-through ATM facility or night depository. Keep the engine running and remain alert of your surroundings.
6. Turn off the engine, lock the doors and keep the windows of your car rolled up when using a freestanding ATM facility. Keep the keys to your car handy and remain alert of your surroundings.
7. Cancel the ATM transaction in the event you observe suspicious activity, place your Visa® Debit Card in your pocket and leave immediately (confirm the cancellation later). Consider using another ATM facility at **A DIFFERENT LOCATION.**
8. Report any suspicious activity or crimes to the operator of the ATM facility or night depository and to local law enforcement officials immediately.
9. Avoid letting someone unknown enter behind you when using an ATM facility or night depository that requires the use of your Visa® Debit Card to open the door.
10. Obtain the transaction receipt before leaving the ATM facility. Mark each transaction in your Account record later when you are in the safety of your own car, home or other secure area.

**PIN AND CARD SAFETY**

1. Report your lost or stolen Visa® Debit Card immediately as set forth in this Agreement.
2. Sign your new Visa® Debit Card immediately upon receipt.
3. Protect your Visa® Debit Card as if it were Cash.
4. Keep your Visa® Debit Card on your person when going out (never leave it in the glove compartment of your car).
5. Keep your Visa® Debit Card and PIN separate.
6. Never write your PIN on your Visa® Debit Card or write your PIN on a piece of paper that you keep in your wallet or purse.
7. Refuse to lend your Visa® Debit Card to anyone.
8. Never disclose the PIN to your Visa® Debit Card to anyone, including personnel at financial institutions, police or merchants.
9. Select a PIN that is not obvious (something other than name, telephone number, date of birth or any simple combination thereof).
10. Verify on a regular basis that your Visa® Debit Card is in its allocated place.

**MAIL AND PHONE SAFETY**

1. Be aware of high-pressure sales tactics. Record the name, address and phone number of the soliciting organization. Ask for names of the solicitor's customers so that you may obtain references. Lastly, ask questions; the fewer questions that can be answered may be a sign that the solicitation is not legitimate.
2. Report suspicious telemarketing calls to the Attorney General within your state of residence, the National Fraud Information Center at www.fraud.org or the Better Business Bureau (local office).
3. Refuse to offer your personal information over the phone or through the Internet unless you initiated the call or online communication through the company's secure website. Bask Bank® will never email YOU and request Account information.
4. Consult the U.S. Postal Inspection Service with suspicious mail activity. Notify the Post Office immediately if you are no longer receiving mail; you can request that the Post Office trace any forwarding mail orders (remains in postal system for up to 14 days).

5. Physical mail delivered to you by us will be sent using the United States Postal Service or other national mail courier services. Delivery timeframes are determined by the mail courier service we choose to use and subject to delays experienced by the courier service.
6. Notify the Post Office immediately when you are planning to move.
7. Ensure that your mailbox is secure and promptly remove your mail from the mailbox each day mail is delivered.

## VII. Online Banking Terms and Conditions Agreement

**GENERAL TERMS AND DISCLOSURES APPLICABLE TO ALL SERVICES**

The following terms and disclosures govern the manner in which Bask Bank® ("Us," "We," "Our") will provide online banking services, including but not limited to Bask Bank Bill Center Services (collectively the "Services") to You, the customer ("You," "Your"). By accepting this Online Banking Terms and Conditions Agreement ("Terms"), accessing your deposit accounts and making use of the Services and/or authorizing others to do so on Your behalf, You agree to be bound by these Terms. We may amend these Terms from time to time without notice, except as may be required herein or by applicable law.

**RELATION TO OTHER AGREEMENTS**

These Terms are in addition to and cumulative of any account agreement You have with Us (an "Account Agreement"). In the event of a conflict between (a) these Terms and (b) any Account Agreement, the terms of these Terms will apply. You should review the Account Agreement for applicable fees, transaction limitations on the number of transactions You can make and for other restrictions that might impact Your use of the Services for a particular Account.

In addition, if You elect to use the Mobile Banking Services (defined below), You understand and agree You are still subject to the terms and conditions of any agreement You have with any unaffiliated third-party service providers, including, but not limited to Your mobile service provider (e.g., AT&T, Verizon, Sprint, T- Mobile, etc.) or any third-party provider of or marketplace for the Mobile Banking Services (e.g., Apple, Inc. or Google, Inc. (Android)) and these Terms do not amend or supersede any of those separate third-party service provider agreements.

You understand that such services may provide for fees, charges, limitations and restrictions which might impact Your use of the Services (e.g., data use charges, etc.) and You agree to be solely responsible for all such fees, charges, limitations and restrictions. You agree that only Your mobile service provider is responsible for the performance and operation of its products and services, including Your mobile device and the mobile service provider's own network. You agree to resolve any problems with Your mobile service provider without involving Us, Apple, Inc. or Google, Inc. (Android). You must comply with applicable third-party terms when using the Mobile Banking Services (e.g., You cannot be in violation of Your wireless provider agreement when using the Mobile Banking Service).

**SERVICE LIMITATIONS AND ENHANCED/NEW SERVICES**

Some of the activities described herein may not be available for certain accounts or customers. We reserve the right to modify the scope and type of activities offered via the Services at any time in our sole discretion. We may also reserve the right to refuse to process any transaction You request through the Services for a variety of reasons as set forth herein. We may also, from time to time, introduce new Services or enhance the existing Services. We may notify You of the existence of these new or enhanced Services and provide You an opportunity to subscribe to such Services. Your subscription to these Services is subject to these Terms, any additional terms applicable to the new or enhanced Services and You having the necessary hardware and software. By using any new or enhanced Services when they become available, You agree (a) that such new and enhanced Services will be subject to these Terms and included as "Services" under these Terms and to be bound by any additional terms that may govern the new or enhanced Services.

**OUR BASK BANK® CUSTOMER SUPPORT INFORMATION**

**Phone:** 833.260.4320

**Email:** customersupport@baskbank.com

**Hours:** Please visit www.baskbank.com and click the "Contact Us" button at the bottom right-hand side of the screen to see our current Bask Bank® Customer Support hours.

**Non-Business Schedule:** The Bask Bank® Customer Support Center is closed on Sundays and federal holidays. Please visit www.baskbank.com or the Federal Reserve website at www.federalreserve.gov for further details.

**CONTACTING THE BANK VIA EMAIL**

**Site Maintenance**

At Bask Bank®, We strive to maintain continuous availability to our online services. However, due to unforeseen circumstances it may be necessary for Us to perform maintenance at other times causing the Services to be temporarily unavailable or allow for intermittent connectivity.

While We do not anticipate such occurrences happening frequently and We will attempt to minimize any disruptions to Services, We reserve the right to perform maintenance on Our Online Banking systems at such other times as We deem necessary in Our sole discretion.

You represent that You are the legal owner of the accounts linked to the Services and that all the information You provide to Us in connection with such accounts and the Services, including Your email and contact information, is accurate, current and complete and that You have the right to provide such information to Us for using the Services. You agree not to misrepresent Your identity or Your account information. You will keep Your account information up to date and accurate. You are an authorized user of the mobile device You use to access the Services.

**COMPUTER EQUIPMENT**

To access the Services, You must own or have access to equipment and software (including web browser software) that allows You to access the internet (collectively, the "Computer"). The web browser You use must be current and support, at a minimum, Secure Socket Layer ("SSL") technology and 256-bit encryption. You must also have the current version of Adobe Acrobat Reader or another portable document format ("PDF") reader that allows You to access PDF documents. You understand that if You use a web browser that does not support SSL and 256-bit encryption, the security of Your transactions related to the Services may be compromised and not in compliance with the security procedures required by Us. You further understand that You are responsible for the installation, maintenance and operation of the Computer, including, but not limit to, any viruses, internet-related problems or internet service provider fees that may be associated with Your access and use of the Services. We reserve the right as technology develops to impose further restrictions or requirements to maintain the appropriate level of security for the transactions contemplated hereunder. You agree to abide by such restrictions or requirements or to discontinue the Services. **THE RISK OF ERROR, FAILURE OR NON-PERFORMANCE OF THE SERVICES IS YOUR RISK AND INCLUDES THE RISK THAT YOU DO NOT OPERATE THE COMPUTER PROPERLY.**

**WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR COMPUTER OR THE SERVICES OR ANY ELECTRONIC VIRUS OR VIRUSES THAT YOU MAY ENCOUNTER, EXCEPT WHERE THE LAW REQUIRES A DIFFERENT STANDARD. WE MAKE NO WARRANTY TO YOU REGARDING YOUR COMPUTER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIMITATIONS ON OUR LIABILITY AND DISCLAIMER OF WARRANTIES CONTAINED IN THIS SECTION ARE IN ADDITION TO THE OTHER LIMITATIONS ON OUR LIABILITY AND DISCLAIMER OF WARRANTIES PROVIDED FOR IN THESE TERMS, ANY OTHER AGREEMENT BETWEEN THE PARTIES OR PROVIDED BY APPLICABLE LAW.**

**SECURITY PROCEDURES: CARE OF YOUR SECURITY CODE, USERNAME AND PASSWORD**

The first time You access the Services, You will be asked to provide information to verify that You are an account holder and/or to otherwise identify Yourself. You will be assigned and/or asked to create a username and password or other security code (e.g., a Secure Access Code, a Security Question or a Security Word). You agree that the use of usernames, passwords and security codes is a reasonable method to authenticate Your transactions and other actions and those transactions and other actions which You authorize others to conduct for You. **YOU UNDERSTAND AND AGREE THAT YOU WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER YOUR USERNAME AND PASSWORD AND ANY SECURITY CODE PROVIDED BY US OR CREATED BY YOU, AND YOU SHALL USE THE SAME OR SIMILAR SECURITY AND CONTROL OVER SUCH ITEMS AS YOU WOULD USE FOR CASH, BUT IN NO EVENT LESS THAN THE AMOUNT OF SECURITY AND CONTROL THAT WOULD BE REASONABLE UNDER THE CIRCUMSTANCES.**

You agree that You will not give Your username, password or other security code or make them available, to any other person. You are responsible for all transfers and payments You initiate or authorize through the Services. If You disclose Your username, password or other security code to any person, allow any person to obtain Your username, password or other security code or permit any person to use the Services, You will have authorized that person to access Your Accounts and You are responsible for all transactions that person initiates or authorizes from Your accounts. If You believe that Your username, password or other security code has been lost or stolen or that someone has made payments and/or transfers using Your username, password or other security code without Your permission, notify Us IMMEDIATELY at the contact information below.

Bask Bank® Customer Support Center
833.260.4320 (Bask Bank® Customer Support)
customersupport@baskbank.com

You understand that if You do not notify Us in a timely manner, the unauthorized use of Your username, password or other security code could cause You to lose all of the money in Your accounts, to the maximum extent permitted by applicable law. We reserve the right to change Your username, password and any other security code at any time by giving oral or written notice to You. You agree that Your use of the new username, password and/or other security code after We provide notice of the change(s) constitutes Your acceptance of the new username, password and/or other security code. You acknowledge that the purpose of Your username, password and security code is to authenticate the identity of the person initiating the action and not to detect errors in any transmission or content. We are not agreeing to any procedure for

the detecting of errors. You represent that for the Mobile Remote Deposit Capture Service (RDC), You consider these security procedures to be commercially reasonable with respect to the size, type and frequency of deposits You anticipate submitting and other types of transactions and other actions You anticipate You may engage in via the Services, including those transactions that You anticipate making via the Mobile RDC Service.

Access to the Services requires that You receive and transmit data, information orders and instructions (including, without limitation, instructions to transfer, transmit, pay or remit funds) via connection or remote computers over telephone lines. You acknowledge that data including email, electronic communications and confidential financial data and information may be accessed by unauthorized third parties when communicating to Us using the internet or other network or dial-up communications facilities, telephone or any other electronic means. By using the internet in connection with the Services or to otherwise communicate with Us, You are assuming the risk that viruses, Trojan horses, worms or other harmful components may be transmitted to You, including those that may allow unauthorized third parties to communicate with Us and initiate transactions or take other actions using Your identity in such a way as to cause Us to believe such communications and transactions or other actions are made by You. You agree to install and utilize on Your system commercially reasonable antivirus and/ or similar software or use other appropriate protections as You deem necessary to protect against such risk. WE DO NOT WARRANT THAT THE SERVICES, ANY REPORT GENERATED IN CONNECTION WITH THE SERVICES OR THE SERVERS OR OTHER PROPERTY THAT IS USED TO PROVIDE THE SERVICES AND ANY REPORTS GENERATED WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

With respect to internet access to the Services, You agree to use "browser" software that supports a data security protocol compatible with the protocol used by Us. Until notified otherwise by Us, You agree to use software that supports the secure socket layer (SSL) protocol or other protocols accepted by Us and follow Our log-on procedures that support such protocols. You acknowledge that We are not responsible for: (i) notifying You of any upgrades, fixes or enhancements to any such software; or (ii) any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the internet. With the exception of applications commonly known as web browser software or other applications formally approved by Us in writing, You agree not to (a) use any software, program, application or any other device to access or log on to Our computer systems, website or proprietary software; or (b) automate the process of obtaining, downloading, transferring or transmitting any data or information to or from Our computer systems, website or proprietary software. You understand and acknowledge that engaging in the practices described in (a) and (b) increase the risk of unauthorized access to Your Computer and accounts, which could result in fraudulent transactions or other harmful activity and You agree to bear all liability for any losses sustained as a result of Your engaging in the practices described in (a) or (b).

We reserve the right at any time to change any or all of Our security procedures and You agree to follow and comply with any such changes after being notified by Us of such change. You agree that Your use of any Services after We provide notice of a change constitutes Your acceptance of the new security procedures.

We also reserve the right to require that such other security requirements be met as We deem necessary, in Our sole discretion, before accepting any order or instruction or reinstating Your access to the Services. You understand and agree that the fact that We may not require additional security procedures in one case does not waive Our right to require such additional security procedures in other cases. In addition, You understand and agree that the fact that We require additional security procedures in one case does not establish an expectation on Your part that We will require such additional security procedures in the future.

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY RELEASE AND AGREE NOT TO HOLD US LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND CAUSED BY OR RESULTING FROM (A) US FOLLOWING ANY ORDER OR INSTRUCTION OR THE TRANSMISSION OF DATA AND INFORMATION TO OR FROM US, INCLUDING, WITHOUT LIMITATION, ANY ORDER, INSTRUCTION, DATA AND INFORMATION TRANSMITTED TO OR FROM US USING THE SECURITY PROCEDURES DESCRIBED IN THIS SECTION, AND**

**(B) YOUR DISCLOSURE OF YOUR USERNAME, PASSWORD, SECURITY CODE OR OTHER BANKING INFORMATION WHETHER OR NOT SUCH DISCLOSURE WAS INADVERTENT OR UNINTENTIONAL.** You agree to be responsible for all orders and instructions (including, without limitation, instructions to transfer, transmit, pay or remit funds) entered and data and information transmitted through and under Your username, password or other security code and any orders or instructions (including, without limitation, instructions to transfer, transmit, pay or remit funds) so received by Us will be deemed to have been received from You. All data, information orders and instructions (including, without limitation, instructions to transfer, transmit, pay or remit funds) shall be deemed to be made at the time received by Us and in the form received. No Bask Bank® employee, nor any company affiliated with a third-party service provider of Us, will contact You via email or phone requesting Your username, password or security code. If You are contacted by anyone requesting this information, **DO NOT GIVE ANY OF YOUR INFORMATION OUT** and please contact Us immediately to report the details of the incident.

We are committed to the security of Our customers' accounts and account information. However, You must also take every precaution to ensure the safety, security and integrity of Your Accounts and transactions through the Services. We may, from time to time, recommend security guidelines. It is Your responsibility to follow such guidelines. Failure to comply with such guidelines may result in discontinuation of the Services and You shall be responsible for any liability, loss or damage resulting from such failure.

**UNAVAILABLE, DELAYED OR INACCURATE ACCOUNT INFORMATION**

We strive to provide You with complete, accurate and timely information regarding Your accounts and transactions through Our Online Banking and Our mobile application ("App"). However, except as required by law, We will not be liable to You for any losses You incur as a result of unavailable, delayed or inaccurate information involving Our Online Banking or Our App.

**LOCATION-BASED INFORMATION**

If You use any location-based feature of the Services, You agree that Your geographic location and other related personal information may be accessed and disclosed via the Services. If You wish to revoke Services access to such geographic location information, You must cease using the location-based features of the Services.

**OUR LIABILITY FOR FAILURE TO COMPLETE A TRANSACTION**

We and Our third-party service providers, as applicable, are responsible for completing funds transfers from Your eligible account(s) according to Your properly entered and transmitted instructions. We and Our third-party service providers, however, are not responsible for confirming or monitoring such instructions or refusing to process duplicate payment instructions.

**WITHOUT LIMITING THE FOREGOING, IN THE EVENT THAT YOU SUFFER ANY DAMAGES OR LOSSES AS A RESULT OF OUR OR ANY OF OUR THIRD-PARTY SERVICE PROVIDERS FAILING TO COMPLETE A FUNDS TRANSFER ON TIME OR ACCORDING TO YOUR INSTRUCTIONS, YOU AGREE THAT TO THE FULLEST EXTENT PERMITTED BY LAW NEITHER WE NOR ANY OF OUR THIRD-PARTY SERVICE PROVIDERS, AS APPLICABLE, SHALL BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE AMOUNT OF ACTUAL DAMAGE OR LOSSES YOU INCUR UP TO THE AMOUNT OF THE TRANSFER WE FAILED TO COMPLETE ON TIME OR PER YOUR INSTRUCTIONS. YOU AGREE THAT IN NO EVENT SHALL WE OR ANY OF OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR LATE CHARGES, INTEREST, PENALTIES OR OTHER AMOUNTS INCURRED BY YOU FOR YOUR FAILURE TO ALLOW SUFFICIENT TIME FOR PROCESSING AND DELIVERY OF ANY PAYMENTS OR TRANSFERS SO LONG AS WE HAVE COMPLIED WITH THE PROVISIONS OF THESE TERMS.**

Furthermore, without limiting the foregoing, there may be times or situations when We or Our third-party service providers do not or are unable to complete a transfer per Your Instruction and You agree We and Our third-party service providers will not be responsible for any losses or damages You incur, including in any of the following circumstances:

- You do not obtain a Confirmation Number at the time You initiate a payment and/or transfer.
- The designated account does not contain sufficient funds to complete the payment and/or transfer.
- The designated account is closed, frozen or otherwise inactive.
- We have identified You as a credit risk and have chosen to (i) make all payments and/or transfers initiated by You via the Services utilizing a paper, as opposed to electronic, method or (ii) to terminate Your subscription to the Services.
- The Services or any communications link, is not working properly and You know or have been advised by Us about the malfunction before You execute the transaction.
- You have not provided Us with the correct instructions.
- A payee mishandles or delays handling payments sent by Us.
- Extraordinary circumstances outside the bank's control that could not have been reasonably anticipated.
- The transfer would result in Us exceeding any limitation of Our intraday net funds position established pursuant to present or future Federal Reserve guidelines.
- A court order, such as a garnishment or other legal process, prevents Us from making a transfer.
- Any third party through whom any payment or transfer is to be made fails to properly transmit the payment or transfer.
- You or anyone You allow to use the Services commits fraud or violates any law or regulation.
- You do not use the Services properly.
- We have a reasonable basis for believing that unauthorized use of Your username, password, security code or deposit account(s) has occurred or may be occurring.
- You default under these Terms, the Agreement, a credit agreement or any other agreement with Us.
- We or You terminate these Terms.

The limitation on Our liability contained in this section shall be in addition to other limitations on Our liability provided for in these Terms, in other agreements between the parties or provided by applicable law.

**Request to Send Check by Mail**

Requests to close or withdraw from your account and send a check by mail will be processed within 3 business days and will be mailed to the address in our records. Mail should be received within 7-10 business days. Physical mail delivered to you by us will be sent using the United States Postal Service or other national mail courier services. Delivery timeframes are determined by the mail courier service we choose to use and subject to delays experienced by the courier service.

**STATEMENTS**

All payments and/or transfers made via the Services will be listed on Your monthly Account statements ("Statement") that You receive from Us.

**ERRORS OR QUESTIONS**

In case of errors or questions about your electronic transfers, telephone us at 833.260.4320, write Us at Bask Bank®, Attn: Consumer Operations 1001 E. Lookout Drive, Tower A, Suite 700 Richardson, Texas 75082 or email Us at customersupport@baskbank.com as soon as You can, if You think Your statement is wrong or if You need more information about a transfer listed on the statement.

We must hear from You no later than sixty (60) days after We sent the FIRST statement on which the problem or error appeared and will promptly begin our investigation upon receipt of an oral or written notice of an error. You must:

1. Tell Us Your name and account number (if any);
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; and
3. Tell Us the dollar amount of the suspected error.

Generally, we must complete our investigation of an error within ten (10) business days of receiving a notice of error, but we may extend this period to forty-five (45) days if certain conditions are met. The ten (10) business day limit applies even if we receive oral notice and require you to provide written notice. We must begin the investigation promptly and cannot delay it until we receive written confirmation.

If we are unable to complete our investigation within ten (10) business days (twenty (20) for new accounts), we may take up to forty-five (45) days (ninety (90) days for new accounts, POS & Remittance Transfers to or from outside of the U.S.) from receipt of a notice of error to investigate and determine whether an error occurred.

Upon determination that we need forty-five (45) days to complete our investigation, we will provisionally credit your Account within ten (10) business days of your oral notice in the amount of the alleged error so that you will have use of such funds until our investigation is complete.

Upon determination that we need ninety (90) days to complete our investigation of the error on your new Account, we will provisionally credit your Account within twenty (20) business days of your oral notice in the amount of the alleged error so that you will have use of such funds until our investigation is complete.

Notwithstanding the foregoing, new or existing Account, we will advise you as to the results of our investigation within 3 (three) Business Days of completion and, if applicable, that the provisional credit is final. Furthermore, if we determine that an error did occur, we will correct the error within one (1) business day after our discovery and provide you with a written explanation detailing our decision. In contrast, if we determine that an error did not occur, we will advise you as to the date we will debit your Account for the provisional credit. You may request a copy of all documents used in our investigation.

We will honor all Items for five (5) business days after we have debited your Account in an amount up to the provisional credit. Thus, only Items that would have been paid had the provisional credit been in place will be honored.

All confirmation and requests for documentation required or provided for in this section shall be made in writing and mailed or sent by secure email to us:

Bask Bank®
Attn: Consumer Operations
1001 E. Lookout Drive, Tower A, Suite 700
Richardson, Texas 75082
Email: Customersupport@baskbank.com

**We require the following details in the event you are requesting documentation used during our research to determine whether an error occurred:**

1. Your name and Account number, if applicable;
2. A description of the error or issue which pertains to the Electronic Funds Transfer about which you are inquiring that clearly details why you believe an error occurred or why you are requesting more information; and
3. The dollar amount of the suspected error or issue and the date it posted to your Account.

**YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS**

This section applies to unauthorized transactions involving Your username, password or security code and other unauthorized transactions.

Notify Us AT ONCE if You believe that Your username, password or security code has been lost, stolen or has been learned by an unauthorized person. You acknowledge and agree that such notification must be initiated by calling 833.260.4320 (Bask Bank® Customer Support).

If You assert that an unauthorized transfer may have occurred or You believe Your username, password or other security code has become known to an unauthorized person, We may require You to sign a sworn statement/affidavit to that effect.

If You have selected optional Mobile Banking Services, You understand that You are solely responsible for notifying Us immediately in the event that Your Mobile Device associated with the telephone number provided to Us to register for Mobile Banking Services is lost, stolen, changed or destroyed. You understand that with regard to SMS text messages, failure to promptly notify Us may result in Your failure to receive important SMS text messages and/or the interception of such SMS text messages by unauthorized third parties. You may also incur SMS text messaging fees for such SMS text messages even if You do not receive them. You understand that We are not responsible for any costs, expenses, liabilities or damages that You incur as a result of Your failure to receive an SMS text message, the interception of any SMS text message by an unauthorized or other third party or Your incurrence of SMS text messaging fees for SMS text messages You did not receive.

**YOU UNDERSTAND AND ACKNOWLEDGE THAT IN ADDITION TO ANY DISCLAIMERS OR LIMITATIONS OF LIABILITY AS OTHERWISE STATED IN THESE TERMS, IN OTHER AGREEMENTS BETWEEN THE PARTIES OR PROVIDED BY LAW, WE SHALL NOT BE LIABLE FOR LOSSES OR DAMAGES ARISING FROM: (i) NON-DELIVERY, DELAYED DELIVERY OR WRONG DELIVERY OF ANY EMAIL COMMUNICATION THAT YOU WOULD NORMALLY ACCESS VIA THE WEB BROWSER ON YOUR MOBILE DEVICE OR OF ANY SMS TEXT MESSAGE NORMALLY SENT DIRECTLY TO YOUR MOBILE DEVICE; (ii) INACCURATE CONTENT IN ANY EMAIL COMMUNICATION THAT YOU ACCESS VIA THE WEB BROWSER ON YOUR MOBILE DEVICE OR IN ANY SMS TEXT MESSAGE SENT DIRECTLY TO YOUR MOBILE DEVICE; (iii) ANY ACTIONS RESULTING FROM THE INTENTIONAL OR UNINTENTIONAL DISCLOSURE BY YOU TO ANY UNAUTHORIZED PERSON OF THE CONTENTS OF ANY EMAIL COMMUNICATION YOU ACCESS VIA THE WEB BROWSER ON YOUR MOBILE DEVICE OR ANY SMS TEXT MESSAGE SENT DIRECTLY TO YOUR MOBILE DEVICE; OR YOUR USE OR RELIANCE ON THE CONTENTS OF ANY SUCH EMAIL OR SMS TEXT MESSAGE FOR ANY PURPOSE.**

The risk to You in failing to notify Us is the potential loss of all funds in Your Account. If You notify Us within two (2) Business Days after You learn of the loss, theft or compromise thereof by an unauthorized person, Your liability is up to $50 for an unauthorized Electronic Funds Transfer or series of related unauthorized Electronic Funds Transfers should someone use Your username, password or security code without Your permission.

If You DO NOT notify Us within two (2) business days after You learn of the loss, theft or compromise thereof by an unauthorized person of Your username, password or security code and We can prove that We could have stopped someone from using Your username, password or security code had You informed Us of the loss, theft or compromise thereof, Your liability could be as much as $500.

Failure to notify Us of any unauthorized Electronic Funds Transfer should someone use Your username, password or security code within 60 days of when the first periodic statement which reflected such unauthorized activity was mailed or otherwise made available to You could result in additional losses by You of 100 percent.

We may extend the 60-day timeframe when certain events prevent You from notifying Us promptly, such as extended travel or hospital stay. Upon verification, We will extend the timeframe set forth herein to a timeframe deemed reasonable under such circumstances in accordance to Regulation E.

In addition, unless prohibited by law, You agree to reimburse Us for any liability, loss, cost and expense We may incur in connection with Your Account except to the extent they are caused solely by Our intentional misconduct.

**CHILDREN USING THE SERVICES**

The safety and privacy protection of children is very important to Us. Children should always ask their parent or guardian for permission before sending personal information to anyone online. You understand that for a child under the age of 13, only the child's parent or legal guardian has authority to access the Services, even if the account has been established on behalf of that child. If You permit a child under the age of 13 to use the Services or give the child Your username or password, You understand that You are responsible for all activity the child initiates from or to any of Your accounts, even if he or she exceeds Your authorization. You understand that You can contact Us at the information listed in the "Our Bask Bank® Customer Support Information" section of these Terms with any questions or concerns.

**CHILDREN'S PRIVACY**

We recognize the importance of protecting privacy where children are involved. Our Site is not directed at individuals under the age of thirteen (13), and we do not knowingly solicit, collect or use Personal Information from children under 13 without parental consent. Children under 13

are prohibited by the Bask Bank Online Privacy Policy from providing Personal Information through our Site without parental consent. If you have reason to believe that a child has provided Personal Information to us, please contact us, and we will take appropriate action.

**Your California Privacy Rights.** If you are a California resident, California law may provide you with additional rights regarding our use of your Personal Information. To learn more about your California privacy rights, see the Bask Bank Online Privacy Policy at baskbank.com/online-privacy-policy-url.

**OUR USE OF THIRD-PARTY SERVICE PROVIDERS**

Our ability to provide certain Services and Mobile Banking Services depends on our ability to provide access to third-party networks. You authorize Us to utilize third-party service providers selected by Us to provide Services to You on Our behalf. For details regarding Our safeguarding of Your personal information, please refer to the Online Privacy Policy. In the event that We determine, in Our sole discretion, that We are unable to provide third-party network access, We may discontinue the related Service(s) or may provide the Service(s) through alternate third-party networks. You understand that We shall have no liability for the unavailability of access during any transition period and shall give You written notice of any Service involving transfers to or from Your deposit account(s) being discontinued at least 21 days in advance of such termination, unless such prior notice is otherwise excused by law.

**DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

We will only disclose information to third parties about Your Account or the transactions that You make (1) where it is necessary or helpful for completing a transaction; (2) in order to verify the existence and condition of Your Account for a third party, such as a credit bureau or merchant; (3) in order to comply with reporting or other legal requirements; (4) if You give Us Your permission; (5) to otherwise conduct Our business; and (6) as otherwise provided in our Online Privacy Policy; or (7) as otherwise permitted by law.

**LEGAL COMPLIANCE**

You agree to abide by all applicable international, federal, state and local laws, rules, regulations and ordinances pertaining to the Services. You represent and warrant that (a) You are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country and (b) that You are not listed on any U.S. Government list of prohibited or restricted parties, such as the U.S. Department of Treasury's Office of Foreign Asset Control's Specially Designated Nationals List.

**DISCLAIMER OF WARRANTIES**

While We hope that the Services and Mobile Banking Services are useful and reliable, You understand that We and our third-party service providers cannot and do not make any representation or warranty: (i) that You will have continuous or uninterrupted access to the Services or the Mobile Banking Services or any of its information, content or functions; (ii) that the Services or the Mobile Banking Services will operate on a continuous or uninterrupted basis; or (iii) that any information, content or functions will be error-free.

**WE AND OUR THIRD-PARTY SERVICE PROVIDERS PROVIDE THE SERVICES AND ALL INFORMATION AND CONTENT DELIVERED BY OR THROUGH THE SERVICES TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE AND OUR THIRD-PARTY SERVICE PROVIDERS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, PERFORMANCE, ACCURACY, AVAILABILITY, CONTENT, FUNCTION, ACCESSIBILITY, NON- INTERRUPTION, NON INFRINGEMENT AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WE AND OUR THIRD-PARTY SERVICE PROVIDERS ALSO DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, RELATED TO ANY ADVERTISEMENTS OR WEBSITES IN CONNECTION WITH THE SERVICES. YOU UNDERSTAND THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF THE SERVICE (INCLUDING ANY SOFTWARE OR OTHER MATERIALS SUPPLIED IN CONNECTION WITH THE SERVICE) SHALL BE FOR US TO USE COMMERCIALLY REASONABLE EFFORTS TO PERFORM AN ADJUSTMENT OR REPAIR OF THE SERVICE. YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS" AND THAT NEITHER WE NOR ANY OF OUR THIRD-PARTY SERVICES PROVIDERS MAKE ANY WARRANTIES CONCERNING THE SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT ALLOWED BY LAW.**

**SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. YOU SHOULD SEEK LEGAL COUNSEL IF YOU HAVE ANY QUESTIONS ABOUT THE APPLICATION OF THE ABOVE WARRANTY TO YOU OR YOUR LEGAL RIGHTS.**

If You download Our App from Apple, Inc., via the Apple App Store or Google, Inc., via Google Play for Android, then in the event of any failure of Our App to conform to any warranty as described in these Terms, You may notify Apple, Google or any other app store or marketplace and Apple, Google or the operator of any other app store or marketplace will refund the purchase price for Our App to You, if any. To the maximum extent permitted by applicable law, Apple, Google or the operator of any other app store or marketplace will have no other warranty obligation

whatsoever with respect to Our App and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Our sole responsibility. Additionally, Apple, Google or the operator of any other app store or marketplace has no obligation whatsoever to furnish any maintenance and support services with respect to Our App. We and not Apple, Google or the operator of any other app store or marketplace, are responsible for addressing any of Your claims and any third-party claims relating to Our App.

**EXCLUSION OF DAMAGES; GENERAL LIMITATION OF LIABILITY; RELEASE OF CLAIMS**

We and You acknowledge and agree that We — and not Apple, Inc. or Google, Inc. (Android) — are responsible for addressing any claims (a) by You or any third party relating to the Services and Mobile Banking Services or (b) relating to Your possession and use of the Services and Mobile Banking Services, including, but not limited to product liability claims or any claim that the Services or Mobile Banking Services fail to conform to any Applicable Law, including applicable consumer protection laws.

**YOU FURTHER AGREE THAT TO THE FULLEST EXTENT PERMITTED BY LAW, OUR LIABILITY AND THAT OF OUR PARENT COMPANY, AFFILIATES AND SUBSIDIARIES AND OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTROLLING PERSONS, STOCKHOLDERS, AGENTS, REPRESENTATIVES, LICENSORS, THIRD-PARTY SERVICE PROVIDERS, AND SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "BANK INDEMNIFIED PARTIES") SHALL BE LIMITED TO THE ACTUAL DAMAGES ARISING DIRECTLY FROM THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF THE BANK INDEMNIFIED PARTIES, AS APPLICABLE, IN THE PERFORMANCE OR NON-PERFORMANCE AS REQUIRED BY THESE TERMS OR APPLICABLE LAW. YOU FURTHER AGREE THAT IN NO EVENT SHALL ANY OF THE BANK INDEMNIFIED PARTIES BE LIABLE TO YOU OR TO ANY OTHERS FOR:**

**(A) ANY AMOUNT IN EXCESS OF ANY ACTUAL LOSSES OR DAMAGES INCURRED BY YOU OR (B) ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR LOSS OF PROFITS, REVENUE, BUSINESS, DATA, FILES, GOODWILL OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES), HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY (TORT, CONTRACT OR OTHERWISE). YOU HEREBY WAIVE, RELEASE AND AGREE NOT TO SUE ANY OF THE BANK INDEMNIFIED PARTIES FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR LOSS OF PROFITS, REVENUE, BUSINESS, DATA, FILES, GOODWILL OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES), HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.**

**(1) WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, CLAIM, LIABILITY, DAMAGE, COST, EXPENSE OR OTHER AMOUNT ARISING IN ANY WAY OUT OF, DIRECTLY OR INDIRECTLY, YOUR FAILURE TO COMPLY WITH ANY TERM OR CONDITION CONTAINED IN THESE TERMS;**

**(2) THE AMOUNT OF ANY CLAIM YOU HAVE AGAINST US SHALL BE SUBJECT TO REDUCTION ON THE BASIS OF THE FAILURE TO USE REASONABLE CARE ON YOUR PART, THE PART OF ANY OTHER OWNER ON YOUR ACCOUNT OR THE PART OF ANY OF YOUR AGENTS OR EMPLOYEES WHO CONTRIBUTED TO THE LOSS WHICH IS THE BASIS OF YOUR CLAIM; (3) OUR LIABILITY WITH RESPECT TO ANY CLAIM WILL BE LIMITED TO THE FACE VALUE OF ANY ITEM OR TRANSACTION IMPROPERLY DISHONORED OR PAID OR THE ACTUAL VALUE OF ANY DEPOSITS NOT PROPERLY CREDITED OR WITHDRAWALS NOT PROPERLY DEBITED;**

**(3) YOU WILL HOLD US AND THE OTHER BANK INDEMNIFIED PARTIES HARMLESS FROM AND WE AND THEY SHALL NOT BE RESPONSIBLE FOR ANY LOSS, CLAIM, LIABILITY, DAMAGE, COST, EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) OR OTHER AMOUNT THAT ARISES IN ANY WAY, DIRECTLY OR INDIRECTLY, BECAUSE OF (A) THE ACTS, OMISSIONS OR POLICIES OF ANY GOVERNMENTAL AGENCY, FINANCIAL INSTITUTION OR OTHER PARTY THROUGH WHICH A FUNDS TRANSFER SUBJECT TO THESE TERMS IS EFFECTED, INCLUDING THE FAILURE OF ANY SUCH INSTITUTION OR AGENCY OR PARTY TO ACCOUNT FOR OR PAY OVER ANY FUNDS TRANSFERRED; (B) LEGAL CONSTRAINTS, NATURAL DISASTER, FIRE, WAR, STRIKE, CIVIL UNREST, ACTS OF GOD, ERROR IN OR MALFUNCTIONING OR INTERRUPTION OF COMMUNICATION OR TRANSMISSION EQUIPMENT OR LINES OR ANY OTHER CIRCUMSTANCE BEYOND OUR REASONABLE CONTROL; (C) YOUR FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THESE TERMS; (D) ANY DISPUTE BETWEEN YOU AND ANY OTHER OWNER ON YOUR ACCOUNT; AND (E) ANY THIRD PARTY CLAIMING AN INTEREST IN YOUR ACCOUNT. IN ADDITION, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY AND REIMBURSE US FOR ANY LOSS, LIABILITY, DAMAGE, COST AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) WE MAY INCUR IN CONNECTION WITH YOUR ACCOUNT(S), THE SERVICES PROVIDED TO YOU UNDER THESE TERMS OR BY OUR FOLLOWING ANY OF YOUR INSTRUCTIONS, EXCEPT TO THE EXTENT THAT SUCH LOSS, LIABILITY, DAMAGE, COST OR EXPENSE WAS CAUSED SOLELY BY OUR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. THE LIMITATIONS ON OUR LIABILITY AND ENTITLEMENT TO BE INDEMNIFIED AND REIMBURSED CONTAINED IN THIS SECTION SHALL BE IN ADDITION TO ANY OTHER LIMITATIONS ON OUR LIABILITY AND ENTITLEMENT TO INDEMNITY AND REIMBURSEMENT PROVIDED FOR IN THESE TERMS, ANY OTHER AGREEMENT BETWEEN YOU AND US OR PROVIDED BY LAW. FURTHERMORE, THE LIMITATIONS ON OUR LIABILITY AND ENTITLEMENT TO BE INDEMNIFIED AND REIMBURSED PROVIDED FOR IN ANY PROVISION OF THESE TERMS SHALL BE CUMULATIVE AND NOT EXCLUSIVE OF ANY OTHER LIMITATION ON OUR LIABILITY AND RIGHT TO INDEMNITY AND REIMBURSEMENT PROVIDED ELSEWHERE IN THESE TERMS.**

**INDEMNIFICATION AND RELEASE**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS US AND OUR PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF OUR AND THEIR AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, FROM AND AGAINST ALL DAMAGES, CLAIMS, LIABILITIES, COSTS, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR RELATING TO YOUR ACCESS AND USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ALLEGING FACTS THAT IF TRUE WOULD: (I) CONSTITUTE A BREACH BY YOU OF THESE TERMS; (II) CONSTITUTE INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF INFORMATION, DATA, FILES OR OTHER MATERIALS SUBMITTED BY YOU TO THE SERVICES; (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 THESE TERMS; OR (VI) CONSTITUTE A CLAIM FOR DAMAGES FOR WHICH YOU HAVE AGREED ELSEWHERE IN THESE TERMS THAT WE ARE NOT RESPONSIBLE.**

The indemnity and release contained in this section shall be in addition to the other indemnities and releases provided for in these Terms, in other agreements between the parties or provided by applicable law.

**PROPRIETARY RIGHTS AND OTHER INTELLECTUAL PROPERTY: USER CONDUCT**

The license granted to You for the Services is a nontransferable license to use the Services on products that You own or control and as permitted by the usage rules and terms of service governing such products, including the usage rules and terms of service of Apple, Inc.; Google, Inc.; and the Apple and Android App Store, as applicable. You understand, acknowledge and agree that:

1. The Services are owned and operated by the Bask or its affiliates, licensors and/or third-party service providers (the "Bask Parties") and unless otherwise indicated, all designs, text, images, videos, graphics, software and other content and materials appearing in the Services, including the Mobile Banking Services (collectively, "Content") are the property of the Bask or the Bask Parties and protected, without limitation, by U.S. and foreign copyright, trademark and other intellectual property laws. All trademarks, service marks, trade names, logos and other indicia of origin (collectively, "Marks") appearing in the Services are the property of Bask or the Bask Parties. You may not make any use of any Content or Marks without the prior written consent of Bask. No Content from the Services may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way.

2. In using or accessing the Service you agree: (1) not to use the Service for fraudulent purposes; (2) not to "spam" others or "phish" for others' personal information; (3) not to create or use a false identity; (4) not to disrupt or interfere with the security of, "deeplink," attempt to obtain unauthorized access to or otherwise abuse, the Service or affiliated or linked websites; (5) not to disrupt or interfere with any other user's enjoyment of the Service; (6) not to use, frame or utilize framing techniques to enclose any Marks or other proprietary information (including Content); (7) not to use meta tags or any other "hidden text" utilizing a Mark; and (8) not to use the Service in a manner that is defamatory, inaccurate, profane, threatening, invasive of a person's privacy, violates any third party proprietary rights or is in violation of any law or regulation.

3. The Service may contain links to third-party websites and services, over which Bask has no control. You acknowledge and agree that Bask does not endorse, verify or make any representations regarding these third-party websites and services and is not responsible for the availability of and any liability arising from, any such third-party websites and services. Bask is not liable to you or any other party for any loss or damage which may be incurred by you as a result of these third-party websites and services.

4. Bask reserves the right, without notice and at its sole discretion, to suspend or terminate your ability to access or use the Service and to block or prevent future access to and use of the Service for any reason. Bask may, in its sole discretion, terminate, change, modify, suspend, make improvements to or discontinue any or all aspects of the Service, temporarily or permanently, at any time with or without notice to you. You agree that Bask shall not be liable to you or to any third party for any such modification, suspension or discontinuance.

**AMENDMENTS AND NOTICE**

These Terms and applicable Service fees and charges may only be changed, altered or amended by Us. You understand and agree that any informational materials or instruction guides are provided merely for Your convenience and will not change, alter or impose any obligations or duties on Us unless such materials or instructional guides expressly state Our intent to change, alter or amend an agreement by such materials or instructional guides.

We will notify You of any change, alternation or amendment to these Terms 30 days prior to any change, alteration or amendment taking effect except that We shall not be required to notify You if We determine in Our sole discretion that an immediate change is necessary to maintain or restore the security of a system (including the funds transfer system) or an account or is necessary to comply with any applicable law or regulation. However, if We make such change, alteration or amendment permanent, We will notify You as soon as reasonably possible thereafter unless We determine in Our sole discretion that (a) disclosure would jeopardize the security of a system or an account or (b) such change, alteration or amendment is not adverse to You in which case [(a) or (b)] We shall not be required to provide any notice to You at all.

Unless a provision in these Terms specifically requires or permits a different type of notice be made or We otherwise agree in writing to provide a different notification method, You acknowledge and agree that We may (a) provide notice to You of a change, alteration or amendment to these Terms or any Service (i) by mail or email at Your address as reflected on Our system of record; (ii) by delivery with any of Your account statements; (iii) by posting within Our Online Banking system; (iv) by sending You a message via Our secure message system, which is accessible via Our Online Banking website and the App; (v) by any other method permitted by law; or (vi) by any combination of the foregoing notification methods; and (b) provide any other type of notice to You by posting a notice on Our Online Banking website or by any of the other methods described in (a). In the event applicable law or a provision in these Terms specifically requires that We provide You written notice by mail, We will use Your mailing address reflected on Our system of record. All notices shall be deemed to have been given when delivered by hand; when mailed by United States mail, registered mail or certified mail; via confirmed telecopy; or via confirmed email.

You agree to be bound by any change, modification or amendment to these Terms and any Service and Your use of any Service following receipt of any notice of change, alteration or amendment (including any change in fees or charges) constitutes Your acceptance of such change, alteration or amendment.

**CANCELLATION/TERMINATION OF SERVICES**

Notwithstanding any other provision of these Terms, We reserve the right to terminate Your use of any Service, in whole or in part, at any time without prior notice or reason, except as required by applicable law. Your Online Banking and/or Services may be automatically deactivated if not used for a six-month consecutive period. You may cancel Your subscription to the Services, upon thirty (30) days prior written notice provided to the Bask Customer Support Center at Our address listed in the "Our Bask Bank® Customer Support Center Information" section of these Terms. You will be responsible for all payments and/or transfers You have requested prior to termination and for all other charges, fees and taxes incurred prior to the date upon which these Terms or the particular Service is terminated. Be sure to cancel all outstanding payment and/or transfer orders within the thirty (30) day notification period. You agree that We will not be liable for payments and/or transfers not canceled or made due to Your actions or omissions related to Service termination. All representations and warranties made by You and all indemnity, release, limitations on liability, venue, choice of law and jury trial provisions contained in these Terms (or incorporated herein by reference) shall survive notwithstanding termination of these Terms and any Service.

**THIRD-PARTY BENEFICIARIES**

You agree that Our third-party service providers may rely upon these Terms and any other agreements You have with Us and any warranties and representations You have made to Us. You further agree that Our third-party service providers are intended third-party beneficiaries to these Terms with the power to enforce these Terms against You. We and You acknowledge and agree that Apple, Inc. and all of its subsidiaries and Google, Inc. (Android) and all of its subsidiaries, are intended third-party beneficiaries of these Terms and that, upon Your acceptance of these Terms, Apple, Inc.; Google, Inc.; and their subsidiaries, as applicable, will have the right (and will be deemed to have accepted the right) to enforce these Terms against You as a third-party beneficiary thereof. You agree that Our third-party service providers may rely upon Your agreement and representations and that such service providers are intended third-party beneficiaries to this Agreement, with the power to enforce this Agreement against You. We and You acknowledge and agree that Apple, Inc. and all of its subsidiaries and Google, Inc. (Android) and all of its subsidiaries, are third-party beneficiaries of this Agreement and that, upon Your acceptance of this Agreement, either Apple, Inc. or Google, Inc., as applicable, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third-party beneficiary thereof.

**OPTIONAL MOBILE BANKING SERVICES**

This section of the Terms governs Your election to use the optional Mobile Banking Services that are offered by Us as part of the Services. Our Mobile Banking Application Services ("Mobile Banking Service(s)") provide personal financial information management services and check deposit via remote deposit capture through Our App which You may download to Your compatible mobile device.

We retain the ability to either approve or deny Your use of Mobile Banking Services, including the Mobile RDC Service in Our sole and absolute discretion. If We approve You to use such Services, then by using such Services, You agree to the applicable provisions set forth in these Terms, You understand and agree to the meanings of the defined terms set forth in these Terms and any related documentation made available to You by Us for use with the Services.

While the Mobile Banking Services are currently offered at no charge by Us, We reserve the right to assess fees or otherwise charge for Mobile Banking Services in the future and will provide You notice of such fees or charges, as required by these Terms or applicable law. Further, You understand that transactions You conduct via Mobile Banking Services may also be subject to fees imposed by third-party service providers with whom You have entered into other agreements. You understand that if You decide to activate the Mobile Banking Services, You are responsible for all costs and expenses associated with such Services, including, without limitation, all fees You incur for data transfers and as a result of sending and receiving text messages through Your mobile device service.

You understand and acknowledge that the Mobile Banking Services allows You to conduct certain Services via Your Mobile Device. We, in Our sole discretion, shall determine which Services shall be included in the Mobile Banking Services. From time to time, We may develop additional

Mobile Banking Services and You understand that You will have the opportunity to subscribe to them, provided that You have the necessary Mobile Device and related hardware and software.

By deciding to enroll in the optional Mobile Banking Services, You agree that we may contact You for account alerts, fraud prevention purposes and for any other purposes as provided in these Terms or in other applicable agreements You have with Us or as otherwise allowed by applicable law. You further agree that We may transmit email communications that You access via the web browser on Your specified mobile device and/or text messages directly to Your specified mobile device that contain certain information and alerts about the accounts You select. Text messages may be sent in response to text messages We receive from Your specified mobile device or, in some cases, upon the occurrence of a predefined condition related to Your account (e.g., low balance or receipt of deposit alerts). You understand and agree that account alerts sent via email communications accessed via the web browser on a mobile device and/or via text messages may be sent to any and all signers on the account who have registered for Mobile Banking Services, provided they have given Us a valid telephone number for a mobile device and have subscribed to the applicable alert. You understand that You are solely responsible for all costs assessed by Your mobile device service provider for receiving text messages or other data on Your mobile device.

You understand that to enroll in the Mobile Banking Service You must complete the entire registration process. You represent that You are an authorized user of any mobile device You use to access the Services. As part of Your registration, You must certify that You are Our customer and provide a valid U.S. telephone number, including the area code, for Your mobile device that will be used for the Mobile Banking Services. You affirm that Your Mobile Device meets Our minimum system requirements. You also understand that You will need to meet all of the equipment, access and system requirements set forth in these Terms to access Mobile Banking Services and to view and print any statements, notices and disclosures for Mobile Banking Services.

You understand and agree that if You elect to use the Mobile Banking Services, there are risks associated with using Your mobile device and that in the event of theft or loss, Your confidential and personally identifiable information may become compromised. You further understand and agree that all communications and text messages transmitted to Us using the Mobile Banking Services are not confidential and are deemed to be Our property. You acknowledge that the privacy policies of other third-party businesses providing any information, services or products in relation to or through the Mobile Banking Services may be different than Our Privacy Policy and You should review those policies before engaging in a transaction or providing any personally identifiable information to such third-party service providers.

You understand that it is Your responsibility to provide true, accurate, current and complete information about Yourself when registering for the Mobile Banking Services and to maintain and promptly update the registration data to keep it true, accurate, current and complete and to promptly update the registration information to keep it true, accurate, current and complete. Without limiting the foregoing, You understand it is Your responsibility to update Your telephone number if and when it changes in order to ensure proper delivery of Mobile Banking Services, including SMS text messages. If You change Your telephone number for any reason, You will notify Us immediately to ensure that Your Mobile Banking Services and Our communications are not interrupted or inadvertently delivered to another recipient who may be assigned Your prior telephone number.

If You elect to use the Mobile Banking Services and You permit other persons to use Your mobile device to access the Mobile Banking Services, You are responsible for any transactions they authorize. If You access the Mobile Banking Services on Your mobile device, You understand that You will be required to enter Your username and password. The Mobile Banking Services may include Your name and certain information about Your account, such as the last four digits of Your account number or specific account transaction information. You understand and acknowledge that transmission of Your masked account number and specific information, including dollar amounts or individual payees and payors, does not constitute transmission of personal or private information and You hereby authorize Us to send such information via the Mobile Banking Services to Your mobile device. You agree that Our obligation to exercise commercially reasonable due care in maintaining the confidentiality and security of information is fulfilled by Our use of normal security procedures.

**USE OF MOBILE BANKING SERVICES**

You agree that You will contact Us at the information listed in the "Our Bask Bank® Customer Support Information" section of this Agreement if You have any questions about or problems with the Mobile Banking Services. If the Mobile Banking Services are modified, You are responsible for understanding how to use any modifications. You may not copy (other than a copy for personal or business use), modify, distribute, transmit, display, perform, reproduce, transfer, resell, lease, rent distribute access to or republish any of the contents of these Mobile Banking Services without Our prior written consent which may be withheld in Our sole discretion. Unless otherwise subject to the provisions of the federal Electronic Funds Transfer Act ("EFTA" (15 U.S.C. 1693 et seq.) and Regulation E (12. CFR Part 1005 et seq.) promulgated and issued by the Consumer Financial Protection Bureau pursuant to the EFTA, We will not be liable to You for any losses caused by Your failure to properly use the Mobile Banking Services or Your mobile device. Additional information regarding Regulation E is contained in the "Error Resolution" section of these Terms.

You agree not to use the Mobile Banking Services in any way that would: (a) infringe any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not

limited to, use of the Mobile Banking Services to impersonate another person or entity; (c) violate any applicable law (law, statute ordinance or regulation including but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising, anti-money laundering or bank secrecy); (d) be false, misleading or inaccurate; (e) create liability for Us or our affiliates or service providers or cause Us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt the computer networks connection to the Services; (i) interfere with or disrupt the use of the Service by any other user; or (j) result in unauthorized entry or access to Our computer systems or the computer systems of others.

**MOBILE BANKING PROCESSING EQUIPMENT AND SOFTWARE**

You must obtain Our Mobile Application in the Apple or Google (Android) app stores and install it on Your mobile device in order to become approved and use the Services. You must comply with the mobile device hardware, software and other requirements, as well as applicable security procedures, as set forth in these Terms and in any related documentation or any supplemental information and/or instructions provided by Us. We do not guarantee that all mobile devices are compatible with Our App. For the Mobile Remote Deposit Capture (RDC) Services in particular, You understand that failure to comply with mobile device hardware, software and other requirements regarding the Services may result in You being unable to generate a Sufficient Image Copy in order to create an electronic image to complete a Mobile RDC deposit.

You are responsible for the security of Your mobile device and for allowing its use only by individuals authorized by You. You are strongly encouraged to mitigate the risks that mobile devices present by ensuring that Your mobile device is password protected. We reserve the right as technology develops to impose further reasonable requirements to maintain the appropriate level of security for the Mobile Banking Services and transactions contemplated hereunder and You agree to abide by such requirements. Furthermore, You understand and acknowledge that if You do not implement and follow Your own commercially reasonable hardware, software, physical access and physical storage security procedures regarding any of the data owned by You, which may include data containing sensitive and personally identifiable information ("PII") and follow such procedures, the security of the Services and Your data may be compromised. You understand and agree that You are solely responsible for (a) installing, maintaining and operating Your mobile device (hardware and software); (b) securing, encrypting, protecting and otherwise safeguarding the data owned by You; and (c) for adopting and following related security procedures including, but not limited to, data security protection, firewalls and anti-virus software.

**In addition to other limitations on Our liability contained elsewhere in these Terms, in other agreements between the parties or provided by applicable law, You understand, acknowledge and agree that We are not responsible for any loss or damages resulting from any errors or failures of Your mobile device or data processing systems, including, but not limited to any mobile device virus or malware attack (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to the data owned by You or any mobile device network problems that may be associated with Your access and use of Our Mobile Banking Services.**

**For avoidance of doubt, You understand, acknowledge and agree that all data provided by You to Us (including, but not limited to, electronic images or Substitute Checks retained on any processing equipment or processing software [including Your mobile device] used by You in conjunction with the Services) remains Your data even if produced, compiled or otherwise provided by Us to You, in any form or format. We will make available to You upon written request and to the extent required by applicable law, any information in the control or possession of Us concerning any financial product or service You obtain from Us, including information relating to any transaction, series of transactions or any of Your accounts including costs, charges and usage data. Once Your data is delivered by Us to You, retrieved by You from Us or otherwise created as a byproduct of a transaction between You and Us and retained by You, such data owned by You is solely within Your possession and control.**

**INFORMATION REGARDING MOBILE REMOTE DEPOSIT CAPTURE (RDC) TRANSACTIONS**

By electing to use the Mobile Banking Services You subscribe to and We agree to provide, the Mobile Remote Deposit Capture ("RDC") Service to be used by You in accordance and in compliance with the Check Clearing for the 21st Century Act, codified at 12 U.S.C. § 5001–5008 ("Check 21 Act") and subject to these Terms and any documentation made available to You by Us related to the Mobile RDC Service. For the purposes of this section and other provisions relating to the Mobile RDC Service, any capitalized term not otherwise defined herein has the definition ascribed to it under the Check 21 Act. The Mobile RDC Service is a Mobile Banking Service that enables You to create and submit electronic check images (also known as "Image Replacement Documents") to Us, for deposit to Your personal deposit account(s), as applicable, in lieu of the original paper checks ("Original Checks") from which such RDC check images were obtained.

We may establish in Our sole discretion conditions that must be met for using the Mobile RDC Services. If We determine, in Our sole discretion, that You have met the conditions We have established, We will provide for acceptance for deposit to Your account(s) the electronic images of Original Checks for collection as allowed under these Terms and any documentation related to the Mobile RDC Service. The dollar amount limits and daily number of transaction limits for RDC shall be determined by Us in our sole discretion. You should talk to a Bask Bank® Customer Support Specialist for information regarding dollar limit and daily number of transaction restrictions. Items exceeding your daily or monthly limits must be delivered to Us for processing or held until the deposit is within Your available limit.

By depositing electronic images with Us via the Mobile RDC Services, You give Us the same warranties and indemnities that we, as a reconverting bank, would give under applicable law or regulation. You understand and acknowledge that all of the warranties deemed given by a depositor of a check to a bank under the Uniform Commercial Code ("UCC"), as applicable from time to time in the State of Texas ("Texas UCC"), shall also apply to any electronic image of an Original Check the same as if such electronic image or Substitute Check were a paper check within the meaning given under the Texas UCC. Accordingly, except to the extent that any warranties deemed given under the Texas UCC are expressly superseded by the Check 21 Act or its associated regulations ("Check 21 Regulations"), You understand that You are deemed to give Us all the same warranties You would have given under the Texas UCC for the deposit of an Original Check by transferring to Us: (a) any Substitute Check; (b) an IRD or other item purporting to be a Substitute Check; or (c) any electronic image that purports to contain a Sufficient Image Copy of an Original Check or a Substitute Check. Such warranties also include the following two (2) specific warranties regarding transfer and presentment:

**(1)** You warrant that the electronic image We convert to a Substitute Check meets the requirements described in the Check 21 Regulation (found at 12 CFR §229.51(a)(1) – (2) and as amended from time to time) for legal equivalence and

**(2)** Your warranty given above is deemed given to Us and any other person, company or bank to which We transfer, present or return any of the Images included in such electronic file as a Sufficient Image Copy or that purports to be a Sufficient Image Copy created by Us or any subsequent bank receiving a copy of such image.

**PROHIBITED TRANSACTIONS; PROCEDURES; RETENTION OF ORIGINAL CHECKS**

Prohibited Transactions. You agree not to use the Mobile RDC Service to deposit or otherwise process: (i) non-cash items; (ii) items drawn on foreign banks or payable in other than U.S. money; (iii) items without preprinted magnetic ink routing numbers; (iv) items for which You are not a holder in due course; (v) Substitute Checks, except those which have been returned to You for any reason; (vi) items payable to any person or entity other than You (i.e., no third-party deposits); (vii) items containing apparent alterations to any of the information on the front of the check or item or which You know or suspect (or should know or suspect) are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; (viii) items dated more than six months prior to the date of deposit; (ix) items prohibited by Our procedures relating to the Services or which are not acceptable under these Terms; (x) Original Checks or other items previously converted to a Substitute Check; (xi) checks or items that are Remotely Created Checks (as defined in Regulation CC, 12 CFR Part 229 ["Reg. CC"]); (xii) checks or items prohibited by this Agreement or any documentation related to the Mobile RDC Service or any other agreement between the parties or applicable law; or (xiii) checks or items which are otherwise not acceptable under the terms of Your account(s). You further agree that You will not permit any third party to use the Mobile RDC Service to deposit Original Checks to Your account. Processing of Mobile RDC Deposits. You shall submit check images to Us in such format and with such associated check information, as We may require periodically, utilizing Accredited Standards Committee X9's Specifications for Electronic Exchange of Check and Image Data (DSTU X9.37-2003) and in conformance with the requirements of Our App. We reserve the right to reject any single check image or group of check images for any reason in our sole discretion, before or after it/they appear on Our system.

Prior to transmittal, all checks submitted through the Mobile RDC Service must be properly endorsed payable to the order of "Electronically Deposited to Bask Bank®," followed by Your signature and account number. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. Items transmitted without being properly endorsed are subject to rejection by Us. While we may accept nonconforming endorsements, you may be responsible for any loss incurred by us due to the delay in processing or returning the item for payment.

You agree to inspect and verify the quality of the check images, ensuring that the check images of the front and back of the Original Check are legible for all posting and clearing purposes by us. Specifically, You warrant the following: (i) the check image is an accurate representation of the information contained in the Original Check and the check image includes all endorsements from the Original Check; (ii) each check image contains a record of all MICR line information required for a Substitute Check and the check image satisfies all of the requirements of the Check 21 Act and Regulation CC; (iii) the Original Check, a duplicate check image or any copy of the Original Check or check image will not be deposited by You with Us; and (iv) the Original Check, a duplicate check image or any copy of the Original Check or check image will not be presented, transferred or returned such that We or any other person will be asked to make a payment based on a check or check image that has already been paid. **You should review the "Funds Availability Regarding Mobile RDC Deposits" section of these Terms for details regarding the availability of funds deposited via Mobile RDC Services.**

Electronic images shall be deemed received by Us for deposit based upon time of receipt as well as successful receipt of electronic images that are complete, usable and adhere to the standards discussed above. If any electronic image is not complete, is not usable or does not adhere to the standards, the electronic image may not be processed by Us, in which event Your deposit will be adjusted and notification provided. You understand We will process only Your electronic images that comply with the standards discussed above and are Sufficient Image Copies and We will use commercially reasonable efforts to present these Sufficient Image Copies for collection under the Check 21 Act framework. The daily cut-off time for Personal Mobile RDC deposits is 8:30 p.m. Central Time. Such daily cutoff times may be adjusted by Us in its sole discretion from time to time upon notice to You. If the deposits are not received by the end-of-day cutoff time, We do not guarantee that deposits will

be processed that day. We may accept these deposits and they will be processed on Our next Business Day. We shall give provisional credit for deposits subject to revocation of credit for deposits as provided in Reg. CC and the Texas UCC.

Unless We notify You otherwise, We provide same-day credit to the applicable account for all items transmitted by You and received by Us within the timelines We have established. You should review the "Funds Availability Regarding Mobile RDC Deposits" section of these Terms for details regarding the availability of funds deposited via Mobile RDC Services.

Should a Drawee Financial Institution return an item to Us unpaid, We will charge Your respective account for such returned item and may either (i) return the item to You or (ii) re-present it to the Drawee Financial Institution before returning it to You. Items may be returned as Image Exchange Items, rather than Substitute Checks. Should a Drawee Financial Institution or other third party make a claim against Us or seek re-credit with respect to any electronic image, We may provisionally freeze or hold aside a like amount in Your account pending investigation and resolution of the claim.

We may reject any entry which We determine in Our sole discretion would result in a breach of these Terms or any other agreement between the parties, including, but not limited to, the Agreement and any account balance obligations applicable to Your account(s) or any security procedures. We will notify You by phone or electronic transmission, including email or fax, of such rejection no later than the Business Day such deposit would otherwise have been transmitted by Us to the Federal Reserve. Notices of rejection shall be effective when given.

**You agree that We will have no liability to You by reason of the rejection of any such deposit or the fact that such notice is not given at an earlier time than that provided for herein.**

You shall have no right to cancel or amend any deposit after its receipt by Us. However, if You make a request to cancel a deposit We may attempt to cancel Your request prior to transmitting the deposit to the Federal Reserve, but will have no liability if such cancellation is not implemented. You agree to reimburse Us for any costs, losses, damages or expenses (including attorney's fees) We may incur in implementing or attempting to implement Your request for the reversal of a deposit.

You understand and acknowledge that We are relying on the truth and veracity of all electronic images submitted for deposit via the Mobile RDC Services by You to us and You warrant that such electronic images accurately reflect Original Checks that are or at the time of the creation of the Substitute Checks, were, in Your possession. You also understand that issues regarding returned item collection, returned deposit and other issues regarding deposit of items not specifically addressed in these Terms shall be governed by the terms and conditions of the Account Agreement.

Retention and Security of Original Checks. You agree to retain any Original Check that is deposited via the Mobile RDC Services in a secure location for an appropriate length of time to permit research if items are questioned by parties involved in the processing and clearing of a transaction or become the subject of any other legal inquiry. We make no representation or warranty as to the appropriate length of time that Original Checks should be retained or the appropriate method(s) of destruction after such period of time has elapsed. You should consult legal counsel regarding the appropriate length of time Original Checks should be retained based on Your needs.

## FUNDS AVAILABILITY REGARDING MOBILE REMOTE DEPOSIT CAPTURE (RDC) DEPOSITS

These provisions apply to accounts where deposits are made via Your Mobile RDC Services. You agree that electronic images submitted via Your Mobile RDC Services from Your mobile device are not subject to the funds availability requirements of Reg. CC. Funds that are deposited using Your Mobile RDC Services will not be deemed "received" by Us until We have received an electronic image that meets all of the requirements for deposits (including all requirements to create a Substitute Check) stated in these Terms and in any additional documentation related to the Mobile RDC service. Funds from Your Mobile RDC Services will be available to You no later than nine (9) Business Days after the day we receive Your deposit. Once the funds are available, You can withdraw the funds and We reserve the right to use the funds to pay items and transactions drawn on Your account. For determining the availability of Your deposits, every day is a Business Day, except Saturdays, Sundays and federal holidays. If You make a deposit via the Mobile RDC Service by the cut-off time of 8:30 p.m. Central Time on a day that is not a Business Day, We will consider such deposit made on the next Business Day We are open.

In some cases the funds You deposit via the Mobile RDC Service may be delayed for a longer period. We may determine in Our sole discretion that a longer delay is warranted for a variety of reasons, including, but not limited to, the following:

- We believe a check You deposit will not be paid;
- We believe a check You deposit is a duplicate image;
- You deposit checks totaling more than any applicable per item limit, daily dollar limit, monthly item limit or any other limitations on Your Mobile Banking Services that We may impose;
- You redeposit a check that has been returned unpaid;
- You have overdrawn Your account repeatedly in the last six (6) months;

- There is an emergency, such as failure of computer or communications equipment; and/or
- We need more time to investigate the Mobile RDC transaction or item for unusual or suspicious activity.

**Your Representation and Agreements**: Indemnity. With respect to each and every deposit initiated by You, You represent and warrant to Us and agree that to the best of Your knowledge (a) each deposit is made payable to You (b) any necessary authorization is operative at the time of transmittal or crediting/debiting by Us as provided herein and (c) You shall perform its obligations under these Terms in accordance with all applicable laws and regulations, including the sanctions laws administered by the Office of Foreign Assets Control and the Bank Secrecy Act. You further represent that You shall permit no third parties to use the Mobile RDC Service to deposit Original Checks to Your account.

**In addition to other indemnification under these Terms, in other agreements between the parties or provided by applicable law, You also shall indemnify Us against any damages, claims, liabilities, costs, losses and expenses (including, without limitation, attorney's fees) resulting from or arising out of any breach of any of the foregoing representations or agreements.**

**Limitation on Liability for Mobile RDC Services. Our liability with respect to Mobile RDC Services shall not exceed the sum of the amount of any loss suffered by You as a result of a breach of warranties under Regulation CC (12 CFR Part 229) up to the amount of any Substitute Check, plus interest, costs and expenses (including reasonable attorney fees and other expenses of presentation) related to the Substitute Check reduced by any amount You receive and retain as a re-credit and the amount of any damage incurred as a result of Your negligence or bad faith. Without limiting the generality of the foregoing provisions, We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission of communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Our control and (b) from any liability from failing to transmit or delay in transmitting a deposit if such transmittal would result in Our having exceeded any limitation upon its intraday net funds position established pursuant to present or future Federal Reserve guidelines or in Our reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. You agree You will have a contingency plan in place should any of the foregoing events occur, including temporarily depositing original, paper items at any of Our branch facilities.**

Subject to the foregoing limitations, Our liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Dallas for the period involved.

The limitations on Our liability contained in this section shall be in addition to all other limitations on Our liability provided for in these Terms, in other agreements between the parties or provided by applicable law.

**Your Other Responsibilities**. You agree to (a) maintain at least one account at Bask Bank® eligible for the transactions conducted via the Mobile Banking Services, including the Mobile RDC Service; (b) assist in the installation and implementation of any changes and upgrades to the Mobile RDC Services as required by Us to ensure compliance with regulatory changes and developments or as We deem necessary to protect the integrity and security of such Services; (c) use the Mobile RDC Service to enter, process and transmit Original Checks in accordance with procedures and transmission deadlines outlined in these Terms and other documentation relating to the Mobile RDC Service; (d) verify Our receipt of Your Mobile RDC deposits by reviewing deposits that have been posted to the designated accounts; (e) cooperate with Us in investigating and resolving any unsuccessful, mistaken, incomplete or lost transactions or unusable electronic images or in the event of claims of fraud, alteration, counterfeit or otherwise in connection with the Services, including provide information regarding and access to, Your accounts and records in connection with any such investigation; (f) comply with all security procedures outlined in these Terms, other agreement between the parties and any documentation relating to the Mobile RDC Service and not to bypass, override or disable any security mechanisms in the processing software or processing equipment; and (g) not perform the Mobile RDC Service for any third party and any attempt to do so may result in Us terminating these Terms, at Our sole discretion, except for any provisions of these Terms that are expressly to survive such termination.

## MAINTENANCE AND SUPPORT FOR MOBILE BANKING SERVICES

We will provide access to the processing equipment and software for the Mobile Banking Services through Our App. We will also provide maintenance and support for the Mobile Banking Services to ensure the accurate delivery of the Mobile Banking Services, including, but not limited to:

- Corrections, contingent or alternate work methods and repairs to any known system bugs or errors.
- Modifications, enhancements or updates that We elect to make generally available to You.
- Telephone and email support during Our normal business hours of Our Bask Bank® Customer Support Center.

We will also provide You the required username and password or other security code in order for You to engage in the Mobile Banking Services and provide You documentation and support reasonably required for Your use of the Mobile Banking Services.

You agree that We are solely responsible for providing maintenance and support for the Mobile Banking Services that are required by Us under these Terms and applicable law. We and You acknowledge that neither Apple, Inc., nor Google, Inc. (Android), has any obligation whatsoever to furnish any maintenance and support services with respect to the Mobile Banking Services.

**OPTIONAL ZELLE® SERVICE**

If You elect to use the optional Zelle® Service that is offered by Us as part of the Online, You understand that Your use of the Zelle Service (as that term is defined below) is subject to the separate "Zelle Terms of Service" that We shall provide to You when You register for the Zelle Service. Proceeding with using the Zelle Service constitutes Your agreement to the Zelle Terms of Service. We have 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 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.

**USE OF BASK BILL CENTER SERVICE**

The Bask Bill Center Service permits you to send funds: (a) to a person or entity to which you wish a payment to be directed or the entity from which you receive electronic bills (each person or entity, a "Payee"); (b) to other persons with accounts outside of Bask Bank; and (c) to your other accounts (persons described in (b) and (c), each a "Non-Biller Payee(s)"). The Bill Center Service reserves the right to select the method in which to remit funds on your behalf to your Payee or Non-Biller Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment or a laser draft payment.

**PAYMENT SCHEDULING**

To schedule a payment, you must select a date your payment will be sent (such date, the "Send Date") or delivered (such date, the "Delivery Date") for each Payee. This will determine the date for your Payee to receive the payment (the "Deliver By Date"). When scheduling such payments, you must select a Send Date or Delivery Date that results in a Deliver By Date which is no later than the date reflected on your Payee statement/bill/invoice/etc. for which the payment is due (the "Due Date") unless the Due Date falls on a weekend or holiday, ("Non-Business Day"). If the actual Due Date falls on a Non-Business Day, the Deliver By Date will be the next Business Day. All Deliver by Dates must be prior to any late date or grace period permitted by the Payee.

The necessary funds must be made available in the Checking Account from which bill payments will be debited (your "Payment Account") on the business day before the Deliver By Date.

The earliest possible Deliver By Date for each Payee (typically one (1) to four (4) Business Days from the current date if the Payee is capable of receiving the payment electronically or up to ten (10) business days if the Payee is not capable of receiving the payment electronically) will be designated within the Bill Center Service when you are scheduling the payment. Therefore, the Bill Center Service will not permit you to select a Deliver By Date prior to the earliest possible Deliver By Date designed for the Payee. If the Payee permits, for a fee, Bask may also offer a rush payment option (typically one (1) to three (3) Business Days) which may be paid via Check or electronic payment, if supported by a Payee.

You may choose to schedule payments to recur in the same amount at regular weekly, every other week, every four (4) weeks, monthly, twice monthly, semi-monthly, every three (3) months, every six (6) months or annual intervals. When you create a new Payee in the Bill Center Service, it may take two (2) Business Days to set up the Payee to receive payments. You should schedule a payment to a new Payee at least fourteen (14) business days before any payment Due Date, to allow the Bill Center Service time to set up the Payee and verify information about your account with the Payee. For all subsequent payments, you agree to allow at least four (4) to fourteen (14) days between the Send Date or Delivery Date and the payment Due Date.

If you schedule a payment or transfer before 4:00 pm Central Standard Time (CST) on a Business Day (the "Cut Off Time"), the Bill Center Service will be considered to have received it on that day. Otherwise, it will be considered received on the next Business Day.

**BILL CENTER SERVICE GUARANTEE**

Due to circumstances beyond the control of the Bill Center Service, particularly delays in handling and posting payments by the Payee, Non-Biller Payee or financial institutions, some payments may take longer to be credited to your Payee's or Non-Biller Payee's account. We and our third-party service providers assume no liability for the late posting or misapplication of a payment once funds are received by the Payees or Non-Biller Payees. However, if the payment to a Payee is not executed on time or in the correct amount as you properly instructed in the Payment Instruction, then any late fees or finance charges, up to a maximum of $50, you incur as a result will be reimbursed to your Checking Account upon a showing of reasonable proof and provided that your Accounts are in good standing with us and the Payee prior to the incident.

**PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

By providing the Bill Center Service with names, contact information and/or account information of Payees and Non-Biller Payees to whom you wish to direct payments, you authorize the Bill Center Service to follow the payment information provided by you for a payment to be made to a Payee or Non-Biller Payee (such as, but not limited to, Payee/Non-Biller Payee name, Payee/Non-Biller Payee contact information, Payee/Non-Biller Payee account number and Send Date or Delivery Date) (such information, "Payment Instructions") that it receives through

the payment system. In order to process payments more efficiently and effectively, the Bill Center Service may edit or alter payment data or data formats in accordance with Payee or Non-Biller Payee directives. When any payment or other online service generates Items to be charged to your Checking Account, you agree that the Bill Center Service may debit your Checking Account without requiring your signature on the Item and without prior notice to you. When the Bill Center Service receives a Payment Instruction, you authorize the Bill Center Service to debit your Checking Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Delivery Date designated by you. You also authorize the Bill Center Service to credit your Checking Account for payments returned to the Bill Center Service by the U.S. Postal Service Non-Biller Payee or Payee or payments remitted to you on behalf of another authorized user of the Bill Center Service.

The Bill Center Service will use its best efforts to make all your payments properly. However, we and our third-party service provider shall incur no liability and any Bill Center Guarantee shall be void, if the Bill Center Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If your Checking Account does not contain sufficient funds to complete the transaction or the transaction would exceed the available funds or credit limit(s) of your Checking Account;

2. The payment processing center and/or Bill Center Service is not working properly and you know or, to the extent reasonably practicable, have been advised by us or our third-party service provider about the malfunction before you execute the transaction;

3. You have not provided the Bill Center Service with the correct Payment Instruction or account information or the correct name, address, phone number, email address or account information for the Payee or Non-Biller Payee; and/or,

4. Circumstances beyond control of the Bill Center Service (such as, but not limited to, fire, flood or interference from an outside force) prevent the proper execution of the transaction.

Provided none of the foregoing exceptions are applicable and you have a Checking Account, if the Bill Center Service causes an incorrect amount of funds to be removed from your Checking Account or causes funds from your Checking Account to be directed to a Payee which does not comply with your Payment Instructions, the Bill Center Service shall be responsible for returning the improperly transferred funds to your Checking Account and for directing to the proper Payee any previously misdirected transactions and, if applicable, for any late payment related charges.

**PROHIBITED TRANSACTIONS**

You agree not to use or attempt to use the Bill Center Service: (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a "money service business" as defined in Bank Secrecy Act and its implementing regulations or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that Bask has no obligation to monitor your use of the Bill Center Service for transactions and activity that are impermissible or prohibited under the terms of this Agreement; provided, however, that Bask reserves the right to decline or refuse to execute any transaction you submit. PAYMENTS TO PAYEES AND NON-BILLER PAYEES OUTSIDE OF THE UNITED STATES OR ITS TERRITORIES ARE PROHIBITED THROUGH THE BILL CENTER SERVICE.

**PAYMENT CHANGES AND CANCELLATIONS**

You may cancel or edit any scheduled payment (including recurring payments) by following the directions within the Bill Center Service. There is no charge for canceling or editing a scheduled payment. Cancellations or changes to a scheduled payment received prior to the Cut-Off Time on or prior to the date the money is debited from your Checking Account, will be processed on the day recieved (or on such other later date as you may select). Cancellations or changes received after the Cut-Off Time on any day prior to the date the money is debited from your Account (or on a day which is not a Business Day), will be processed the following Business Day (or on such other late date as you may select). Once the Bill Center Service has begin processing a payment it cannot be canceled or edited, therefore, a stop payment request must be submitted. The Bill Center Service's ability to process a stop payment request will depend on the payment method and whether or not a Check has cleared. Notwithstanding, the Bill Center Service may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although we will make every effort to accommodate your request, neither we or our third-party service providers will have any liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge set out in the Fee Schedule. Please see to the sections covering Stop Payments in this Agreement for more information.

**EXCEPTION PAYMENTS**

Tax payments, alimony, child support and any other court-ordered, court directed or government payments, fines or penalties may be scheduled through the Bill Center Service; however, such payments are discouraged and must be scheduled at your own risk. Notwithstanding anything contained herein, in no event shall we or our third-party service provider be liable for any claims or damages resulting from your scheduling of these types of payments and the Bill Center Service Guarantee as it applies to any late payment-related charges to a Payee is void when

these types of payments are scheduled and/or processed by the Bill Center Service. The Bill Center Service has no obligation to research or resolve any claim resulting from an exception payment described herein. All research and resolution for any misapplied, misposted, misdirected payments will be the sole responsibility of you and not of us or our third-party service providers.

**FAILED OR RETURNED PAYMENTS**

In using the Bill Center Service, you are requesting the Bill Center Service to make payments for you from your Checking Account. If we are unable to complete the transaction for any reason associated with your Checking Account (for example, there are insufficient funds in your Checking Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Bill Center Service. In such case, you agree that:

1. You will reimburse the Bill Center Service immediately upon demand the transaction amount that has been returned to the Bill Center Service;

2. You will reimburse the Bill Center Service for any fees imposed by us as a result of the return;

3. You will reimburse the Bill Center Service for any fees it incurs in attempting to collect the amount of the return from you; and,

4. The Bill Center Service is authorized to report the facts concerning the return to any credit reporting agency.

In using the Bill Center Service, you understand that Payees/Non-Biller Payees and/or the U.S. Postal Service may return payments to the Bill Center Service for various reasons such as, but not limited to, Payee's/Non-Biller Payee's forwarding address expired; Payee/Non-Biller Payee account number is not valid; Payee/Non-Biller Payee is unable to locate account; or Payee/Non-Biller Payee account is paid in full. The Bill Center Service will use its best efforts to research and correct the returned payment and return it to your Payee/Non-Biller Payee or void the payment and credit your Account. You may receive communication from the Bill Center Service.

**BILL CENTER SERVICE FEES**

Any fees associated with the Bill Center Service are disclosed in Bask Bank's Schedule of Fees. Any applicable fees will be charged regardless of whether the Bill Center Service was used during the billing cycle. You agree to pay such charges and authorize the Bill Center Service to deduct the calculated amount from your Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your Accounts will continue to apply. You are responsible for any and all telephone access fees and/or internet service fees that may be assessed by your telephone and/or internet service provider.

**BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Center Service's electronic bill options, you also agree to the following:

**1. Information Provided to the Payee.** The Bill Center Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Bill Center Service may, at the request of the Payee, provide to the Payee your e-mail address, service address or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about bill information.

**2. Activation.** Upon activation of the electronic bill feature the Bill Center Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

**3. Authorization to Obtain Bill Data.** Your activation of the electronic bill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide the Bank with your user name and password for that Payee. By providing us with such information, you authorize the us to use the information to obtain your bill data.

**4. Notification.** The Bill Center Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Center Service, the Bill Center Service may send an e-mail notification to the e-mail address listed for your Checking Account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Center Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

**5. Cancellation of Electronic Bill Notification.** The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Bill Center Service will notify your electronic

Payee(s) as to the change in status of your Checking Account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

**6. Non-Delivery of Electronic Bill(s).** You agree to hold us and our third-party service providers harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

**7. Liability to Payees.** This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

**DISCLAIMER OF WARRANTIES**

**YOU ACKNOWLEDGE AND AGREE THAT THE BILL CENTER SERVICE, ANY THIRD-PARTY SOFTWARE MADE AVAILABLE TO YOU THROUGH BASK, AND ANY RELATED UPDATES OR UPGRADES, ARE MADE AVAILABLE TO YOU THROUGH BASK ON AN "AS IS" AND "AS AVAILABLE" BASIS. BASK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICE OR ANY THIRD-PARTY SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OR FREEDOM FROM INFRINGEMENT OR MALICIOUS SOFTWARE OR CODE, COMPUTER VIRUS OR WORM OR OTHER DISABLING ROUTINE, AND BASK HEREBY DISCLAIMS ALL SUCH WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BASK DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT THE BILL CENTER SERVICE OR ANY THIRD-PARTY SOFTWARE WILL OPERATE ON AN UNINTERRUPTED OR ERROR-FREE BASIS. BASK SHALL NOT HAVE ANY LIABILITY TO YOU OF ANY KIND ARISING OUT OF YOUR SELECTION OR USE OR NON-USE OF THE THIRD-PARTY SOFTWARE OR ANY OTHER ALTERNATIVE PRODUCTS OR SERVICES, AND IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY DAMAGES AGAINST BASK OF ANY KIND ARISING OUT OF YOUR USE OF THE SERVICE OR YOU SELECTION OR USE OR NON-USE OF THE THIRD-PARTY SOFTWARE OR ANY OTHER ALTERNATIVE PRODUCTS OR SERVICES, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED THE BANK OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THE FOREGOING IS INTENDED TO ALTER ANY RIGHT OR REMEDY YOU MAY BE ENTITLED TO PURSUANT TO ANY WRITTEN AGREEMENT BETWEEN YOU AND THE APPLICABLE THIRD-PARTY SERVICE PROVIDER OF ANY APPLICABLE THIRD-PARTY TOOL.**

**IN NO EVENT SHALL WE OR OUR AFFILIATES OR THIRD-PARTY SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE BILL CENTER SERVICE THAT YOU DO NOT BRING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. THE FOREGOING TERMS SHALL CONSTITUTE THE THIRD-PARTY SERVICE PROVIDERS AND THE BASK'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE THIRD-PARTY SERVICE PROVIDER OR BASK BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE AND/OR THE BILL CENTER SERVICE.**

**ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. All changes made are effective immediately for scheduled and future payments paid from the updated Checking Account information. The Bill Center Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Checking Account or contact information.

**AVAILABILITY OF THE BILL CENTER SERVICE**

Access to the Bill Center Service is generally available twenty-four (24) hours a day, seven (7) days a week, except during maintenance periods and during periods when access to the Bill Center Service is temporarily interrupted as a result of power outages, equipment and/or software malfunctions or failures. Bask will not be liable under this Agreement for failure to provide access. Subject to applicable law, we reserve the right to modify, suspend or terminate access to all or any part of the Bill Center Service at any time and for any reason without notice or refund of previously incurred fees. To the extent reasonably practicable, Bask will attempt to notify you by posting a notice on our website in the event of any technical difficulties or other occurrence that may impede access to the Services for a prolonged period of time.

**PAYEE/NON-BILLER PAYEE LIMITATION**

The Bill Center Service reserves the right to refuse to pay any Payee or Non-Biller Payee to whom you may direct a payment. The Bill Center Service will notify you promptly if it decides to refuse to pay a Payee or Non-Biller Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

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