



TEJAS BANK TEXT MOBILE BANKING TERMS AND SERVICE AGREEMENT

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF TEJAS BANK TEXT MOBILE BANKING SERVICES.

BY ACCESSING OR USING THIS SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY THE BANK FROM TIME-TO-TIME WITH UPDATES POSTED ON THIS SERVICE, BY EMAIL, OR ON OUR WEBSITE. As used in this Agreement, the words “we,” “us,” and “Bank” mean Tejas Bank and all of its affiliates, as applicable. “You,” “your,” and “Customer” refer to the account-holder authorized by the Bank to use the Bank’s TEXT Mobile Banking Services, and anyone else authorized by that account-holder to exercise control over the account-holder’s funds through such Services. “Account” or “accounts” means your accounts at the Bank. “Business days” means Monday through Friday, and does not include holidays.

1. What These Terms and Conditions Cover. These Terms and Conditions, along with the Bank’s various Deposit Account Agreements (the “Deposit Agreement”) and the Bank’s Online Banking Agreement (the “Online Banking Agreement”) govern your use of the Bank’s TEXT Mobile Banking Services (defined below). These Services permit you as a Bank customer (including consumers, sole proprietors, and other business customers) to perform a number of banking functions included in the Services through the use of your mobile device (i.e. any mobile device capable of sending and receiving SMS text messages). Unless indicated otherwise by the context, “Linked Bank accounts” or “linked accounts” refers to all of your accounts with the Bank that you have linked to the Services. This Agreement is by and between you and the Bank, and we are solely responsible for the Services and Contents. Neither your mobile carrier nor any other provider that allows you to use the Services are responsible for the Services or its Contents.

2. Relation to Other Agreements. Your use of the Services is also governed by your Deposit Agreement and Online Banking Agreement. When you link an account to the Services, you do not change any other agreements you already have with us for that account. You should review your account agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account via the Services. In the event of inconsistency between a provision of this Agreement and any of the other Bank agreements applicable to your accounts, or any other law or regulation, which permits waiver or modification by agreement, the provisions of this Agreement shall prevail, but only to the extent of the inconsistency.

In addition, you understand and agree that 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 the Services, and this Agreement does 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 our Services (e.g. text message 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 problem with your mobile service provider without involving the Bank. You must comply with applicable third party terms when using the Services (e.g. you cannot be in violation of your wireless provider agreement when using the Service).

3. Accepting This Agreement. When you use the Services described in this Agreement, or authorize others to use them on your behalf, you acknowledge and understand that you also agree to this Agreement, and that you cannot begin using the Services until you have indicated your agreement as instructed in the Bank’s Online Banking Services. Your continued use of the Services will indicate your acceptance of this or any revised versions of this Agreement.

4. Mobile Services. The Bank’s TEXT Banking Services (the “Services”) provide personal financial information management services via SMS (Short Message Service) text messages. The Services are designed to allow you to conduct mobile banking functions such as balance inquiry and account activity from your mobile device. The Bank reserves the right to add or remove various components of the Services at the Bank’s sole discretion. The Bank provides this Service for your convenience only. Service does not replace your monthly account statement(s), which are the official record of your account.

Some of the activities and/or services listed above may not be available for certain accounts or customers. TEXT Mobile banking is only available to customers that are in good standing with the Bank, and always at the discretion of the Bank. We reserve the right to refuse to make any transaction you request through the Services for a variety of reasons as set forth in any of the agreements listed in Section 2 governing your use of the services.



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The Bank retains the ability to either approve or deny your use of TEXT Mobile Banking Services in Bank's sole and absolute discretion. If the Bank approves you to use such Services, then by using such Services, you agree to the applicable provisions set forth in this Agreement, you agree to pay any fees that the Bank may charge in conjunction with such Services (as set forth in the Bank's current fee schedule), and you understand and agree that the meanings of the defined terms set forth in this Agreement and any related documentation made available to you by us for use with the Services applies to the Bank's TEXT Mobile Banking Services.

5. Account Ownership/Accurate Information. 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 the Services, including your contact information and mobile number, 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.

6. Use of Services. You agree that you will learn how to use the Services from the instructions contained within the Services, and you agree that you will contact us if you have any questions about or problems with the Services. If the Services are modified, you are responsible for understanding how to use any modifications. Unless otherwise subject to the provisions of Regulation E for consumer customers as further described in the Deposit Agreement, the Bank will not be liable to you for any losses caused by your failure to properly use the Services or your mobile device. The Bank will not be liable for losses or damages (indirect or direct) caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Mobile TEXT banking does not create any new or different liability for the Bank beyond what is already applicable under your existing agreements.

You understand that balances provided to you by the Service may not include recent or pending transactions that have not yet been posted to your account and that other restrictions may apply. See your Account Agreement for more information. You understand that receipt of account information through the Bank's Mobile TEXT Banking Service may be delayed or impacted by factors related, but not limited to, your phone carrier or other parties that are beyond the Bank's control.

7. Security Procedures. Unless otherwise subject to the provisions of Regulation E for consumer customers as further described in your Deposit Agreement, you are responsible for all transactions you authorize using the Service. If you permit other persons to use your mobile device to access the Service, you are responsible for any transactions they authorize.

THIS SERVICE MAY NOT BE ENCRYPTED, AND AT SOME POINT, MAY INCLUDE PERSONAL AND CONFIDENTIAL INFORMATION ABOUT YOU (E.G. ACCOUNT ACTIVITY OR STATUS). YOU AGREE TO PROTECT YOUR COMMUNICATION DEVICE THAT RECEIVES INFORMATION THROUGH THIS SERVICE AND PREVENT ANY UNAUTHORIZED PERSON FROM HAVING ACCESS TO THE INFORMATION WE PROVIDE THROUGH THIS SERVICE. IN CASE OF UNAUTHORIZED ACCESS TO YOUR DEVICE OR SERVICE, YOU AGREE TO CANCEL ENROLLMENT ASSOCIATED WITH THE DEVICE IMMEDIATELY.

YOU AGREE TO NEVER USE YOUR ACTUAL TEJAS BANK ACCOUNT NUMBER FOR MOBILE SHORT NAMES IN ORDER TO PROTECT YOUR ACCOUNT INFORMATION.

8. Service Contact. The Bank and any of its third party service providers are the developers of this Service. If you have any questions, complaints, or claims with respect to the Service, you may contact the Bank by phone at (432) 943-4230, e-mailing us at mobilehelp@mytejasbank.com, or writing to us at this address:

Tejas Bank
Attn: Mobile Support Services
P.O. Box 140
Monahans, TX 79756

9. No Warranties. Although the Bank attempts to provide accurate information on the Services, the Bank makes no representation, endorsement, or warranty that such Contents are accurate or suitable for any particular purpose. In addition to any other warranty issues discussed in this Agreement, THE SERVICE AND ITS CONTENTS ARE PROVIDED ON AN "AS IS" BASIS. USE OF THE SERVICES AND CONTENTS IS AT YOUR SOLE RISK. THE SERVICES AND CONTENTS



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ARE PROVIDED WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY. AS NOTED BELOW, BANK ALSO MAKES NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE OPERATED BY A THIRD PARTY WHICH MAY BE PART OF OR ACCESSED VIA THE SERVICE.

Finally without limitation as to the foregoing, in regard to Limitation of Liability, IN NO EVENT WILL THE BANK OR ITS SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER UNDER A CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH ANY PARTY'S USE OF THE SERVICE OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THIS SERVICE OR ANY SERVICE OPERATED BY ANY THIRD PARTY WHICH MAY BE A PART OF OR ACCESSED VIA THE SERVICE, OR ANY CONTENTS OF THIS SERVICE OR ANY OTHER SERVICE, EVEN IF THE BANK IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

10. Indemnification. You understand that there are risks associated with using your mobile device, and that in the event of theft or loss, your confidential or personally identifiable information could become compromised. UNLESS CAUSED BY THE BANK'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD BANK AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, MOBILE SERVICE PROVIDERS, AND LICENSORS HARMLESS FROM ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, AND/OR COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES) ARISING FROM (A) A THIRD PARTY CLAIM, DISPUTE, ACTION, OR ALLEGATION OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION BASED ON INFORMATION, DATA, FILES, OR OTHERWISE IN CONNECTION WITH THE SERVICE; (B) YOUR VIOLATION OF ANY LAW OR RIGHTS OF A THIRD PARTY; (C) YOUR USE, OR USE BY A THIRD PARTY, OF THE SERVICE.

11. Cancellation. You understand that you can cancel this service at any time by (1) texting STOP to the number provided to you upon registration; (2) through the Settings options for Mobile TEXT Banking found within your Online Banking Account; (3) by calling the Bank during normal business hours and speaking to a Mobile Banking Support Employee.

Your Mobile TEXT account is not cancelled until you receive a confirmation text confirming service cancellation OR directly from a Tejas Bank Mobile Banking Support Employee who verbally confirms your cancellation.

Additional Information

You understand that you can contact Tejas bank for any additional information about the Service, your Account, or any inquiries directly relating to the Bank.

In case of error or questions about your deposit accounts or Mobile Banking services, please contact us at (432) 943-4230 or by email at mobilehelp@mytejasbank.com.