

## ONLINE BANKING TERMS AND CONDITIONS

Welcome to Guadalupe Bank Online Banking!

This Online Banking Agreement and Disclosure (the "Agreement") discusses how you can use Guadalupe Bank Online Banking (the "Service") to obtain information about your accounts, transfer funds between your accounts, perform other transactions, and to request certain other bank services. It also contains the terms and conditions governing the Service.

If you previously registered for Guadalupe Bank Online Banking, this version of the Agreement replaces the agreement that you had with us. If you continue to use the Service, you are bound by these terms. If you use Guadalupe Bank Online Banking, you thereby indicate your consent to these terms. You may print a copy of this Agreement for your records now, or you can request a copy by contacting us 830-792-1950.

### SECURITY & PROTECTING YOUR ACCOUNT

Guadalupe Bank is strongly committed to protecting the security and confidentiality of our customer account information. Guadalupe Bank uses state-of-the-art technology in the ongoing development of its Online Banking service to ensure this security. We use several different methods to protect your account information:

1. You can only access Guadalupe Bank Online with certain browsers that have a high security standard.
2. Your account numbers are not displayed in full - only the last 3 digits can be viewed.
3. You must have a valid User ID and Password to logon.
4. If no action is taken for 10 minutes, you will be automatically logged off Guadalupe Bank Online Banking.

Your Responsibility:

You agree....

1. Not to give out your identifying information such as your PC Password to any other person. The Bank may rely on your User ID to identify you when providing banking services to you.
2. Never to leave your account information displayed in an area accessible by others.
3. Never to leave your PC unattended while using Guadalupe Bank Online Banking.
4. To always exit the system by clicking on EXIT after using Guadalupe Bank Online Banking.
5. To notify Guadalupe Bank at 1-830-792-1950 immediately if you suspect your User ID or Password has become known to any unauthorized person.

### GUADALUPE BANK ONLINE E-MAIL COMMUNICATIONS

Electronic messages sent and received via the "Requests & Messages" option in Guadalupe Bank Online Banking (i.e., once your User ID and Password have been accepted by Guadalupe Bank and your browser shows that a secure connection has been established) are secure. Communications sent over the public Internet are not necessarily secure. Therefore, we will not send, and we strongly suggest that you do not send, any confidential account information unless using the electronic communication options provided in our Customer Service section. You agree that we may take a reasonable time to act on any e-mail. Correspondence that requires expeditious handling -- for

example, if you need to report an unauthorized transaction from one of your accounts, or if you need to immediately stop payment on a check you have issued, should be made by calling the Bank at 1-830-792-1950. You agree that Guadalupe Bank may send you electronic messages about other products or services we offer.

#### FUNDS TRANSFER SERVICE

If you are a consumer, and you have a User ID and Password from us, you will be able to transfer funds between your Guadalupe Bank accounts. If you do not want to have the ability to transfer funds between accounts using Guadalupe Bank Online Banking, or if you want to restrict the accounts from which you can transfer funds using your User ID and Password, call us at (830) 792-1950, and we will make the necessary adjustments to this service for you.

The terms that apply to the Funds Transfer Service are set forth more fully below.

#### ONLINE BANKING FUNDS TRANSFER PROVISIONS

As a Guadalupe Bank Online Banking customer, you can make immediate transfers between your Guadalupe Bank deposit accounts over the Internet. All such transfers are subject to the terms of these Online Banking Funds Transfer Provisions (the "Transfer Provisions"). You can also use Guadalupe Bank Online Banking to transfer funds between certain line of credit accounts and your deposit accounts. Transfers are not permitted from one line of credit account to another line of credit account.

By using the Funds Transfer Service (the "Service"), you agree to these Transfer Provisions.

##### 1. General Information.

a. **Meaning of Terms.** As used in the Transfer Provisions, the following words have the meaning given below. "You" and "your(s)" refer to each person (including any business) who applies to use the Service, and each person who uses the Service with the permission of an applicant. "Business" means any corporation, partnership, limited liability company, sole proprietorship or any other type of entity maintaining a deposit account for commercial purposes. "We," "us," "our(s)," "Guadalupe Bank" or "Bank" refer to the Guadalupe Bank depository institution that holds an account that is accessed by the Service. "Business Day" means Monday through Friday, except banking holidays.

b. **Authorization To Charge Accounts.** You are responsible for all transfers you or your authorized representative make using the Service. You authorize us to debit your designated account(s) for any transactions accomplished through the use of the Service (including the transfer of funds from another deposit account or overdraft line of credit that provides overdraft protection, if you have one of those services in effect).

You agree that we may comply with transfer instructions entered by any one person using an authorized User ID and Password, notwithstanding any provision that may be contained in other account documentation purporting to require more than one signature to withdraw funds from the account.

If you permit another person to use Guadalupe Bank Online Banking or give them your User ID or Password, you are responsible for transfers, payments or advances that person makes from the deposit and credit accounts linked to your Service registration even if that person exceeds your authorization.

c. Schedule of Fees for the Funds Transfer Service. Fees applicable to the funds transfer service are disclosed under Charges and Fees below.

## 2. Online PC Banking Funds Transfer Service Particulars.

a. Types of Transfers; Posting. You can transfer funds between your Checking and Savings accounts using Guadalupe Bank Online. All such transfers are effective when you complete the transaction online.

You can also transfer funds between your deposit accounts and certain line of credit accounts using Guadalupe Bank Online. Transfers to a line of credit account will not be reflected in your line of credit account until the business day following the day on which you complete the transaction. You cannot transfer funds between line of credit accounts using the Service.

b. Limits On Transactions. There is a maximum dollar limit on any transfer equal to the available balance in your account plus the available balance or credit balance in any other account or line of credit attached to the deposit account to provide overdraft protection.

c. Availability. Funds must be available in the account from which you wish to transfer funds on the date you enter the transaction.

d. Restrictions on Transfers from Savings and Money Market Accounts. Under Federal Reserve Board Regulation D, you may make an unlimited number of deposits or transfers into a savings or money market account; however, you may make no more than six transfers or withdrawals out of such an account per monthly statement cycle (not counting transactions made at ATMs or at banking centers). Transfers made by telephone, personal computer or funds automatically transferred from a savings or money market account to another deposit account for overdraft protection are counted toward the six total permitted monthly transfers or withdrawals. If your transactions exceed the legal limit, we will charge you a fee for each such transaction in excess of the legal limit. If you exceed the restrictions more than three times during a 12-month period, we will change the savings or money market account non-interest bearing checking account. On Regular Savings accounts, we charge a fee for each withdrawal or transfer in excess of three per month. The amount of these fees and the minimum balances necessary to avoid these fees, where applicable, are set forth in the Schedule of Fees at the end of this Agreement.

e. Insufficient Funds to Complete Transfer. If your account does not have sufficient funds to complete a transfer as of the date the transfer is scheduled to be made, the transfer may not be completed, but if we do complete the transfer as an accommodation to you, you are responsible for any overdraft created.

f. Correcting or Canceling Your Transfer. You cannot cancel your transfer after it has been entered in Guadalupe Bank Online Banking and the information transmitted to us. You can correct information about a transfer before you send us the information, and you can use Guadalupe Bank Online Banking to reverse a transaction after it has been entered.

g. Documentation and Verification of Transfers. The date and amount of transfers made through Guadalupe Bank Online Banking will be shown on the Transaction History screen of Guadalupe Bank Online, and will also be shown on your printed statements for the accounts from which and to which the transfer is made.

h. Address and Telephone Number for Notification of Unauthorized Use. If you believe your User ID or password has become known by an unauthorized person, or that someone has transferred money without your permission, call Guadalupe Bank immediately at: (830) 792-1950, or write to: Guadalupe Bank , 1309 Bandera Hwy, Kerrville, TX 78028. If you suggest that an unauthorized transfer may have occurred, we may require you to sign an affidavit.

Also contact us with any other questions or problems that you may have regarding the Service, including:

1. You have a problem with a transfer you authorized, or your statement reflects a transfer you think is in error.
2. You need to obtain documentation concerning a transfer previously issued from your account. (There may be a fee for these requests, as disclosed in the Schedule of Fees at the end of this Agreement).

i. Disclosure of Account Information. We may disclose information to third parties about your account or the payments or transfers you make:

1. When necessary for verifying or completing payments or transfers, or to resolve a problem related to a payment or transfer;
2. To verify the existence and status of your account for a third party such as a credit bureau or merchant;
3. In accordance with the Bank's Privacy Policy;
4. If you give us your written (including electronic message) permission; or
5. As otherwise permitted or required in the Bank's Deposit Agreement and Disclosures or other applicable agreements, or by law or government regulations.

### 3. Additional Provisions.

a. Protecting Your User ID and Password. You agree that we may send confidential mailings, including User ID and Password confirmations, to the current address shown in our records for your primary checking account, whether or not that address includes a designation for delivery to the attention of any particular individual; and you further agree that Guadalupe Bank will not be responsible or liable to you in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at your place of business.

You agree to: (1) keep your User ID and Password secure and strictly confidential, providing them only to authorized signers on your account(s) or other trusted employees, agents, etc. who you want to act as your representative to access your account(s); (2) instruct each person to whom you give your User ID and Password that he or she is not to disclose them to any unauthorized person; and (3) immediately notify us and select a new User ID and Password if you believe your confidential codes may have become known to an unauthorized person.

The Bank shall have no liability to you for any unauthorized payment or transfer made using your User ID and Password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We reserve the right to suspend or cancel your User ID and password, even without receiving such notice from you, if we suspect they are being used in an unauthorized or fraudulent manner.

c. **Your Obligation to Examine Records And Report Discrepancies.** The Bank provides no separate written confirmation of individual payments or transfers. Confirmation is provided through online information available from the Service and through your periodic mailed account statements. You agree to examine your statement promptly and to notify us immediately of any discrepancy between the statement and your other account records. You also agree to notify us immediately of any discrepancy you may find in reviewing online information. In no event shall the Bank be liable for interest compensation as described below, unless we are notified of a discrepancy within 30 days from the date of your first statement reflecting the discrepancy.

d. **Acknowledgment of Commercially Reasonable Security Procedures.** By using the Service, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions which are commercially reasonable. You agree to be bound by any instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we have had a reasonable opportunity to act on such notice).

e. **Limitation of Bank's Liability.** If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by law our liability shall be limited to interest on the amount which we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event shall we be liable to both parties, and our payment to either party shall fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law our liability shall be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360-day year.

Unless otherwise required by law, in no event will the Bank be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages.

#### **MISCELLANEOUS PROVISIONS and RELATED AGREEMENTS**

Your Guadalupe Bank accounts accessed by Guadalupe Bank Online continue to be governed by the following Guadalupe Bank agreements and documents, as they are amended from time to time:

(1) Deposit Agreement and Disclosures, (2) the applicable Personal or Business Schedule of Fees, (3) the applicable Miscellaneous Fees for Personal or Business Accounts, and, for Money Market Accounts, your Money Market Account Customer Agreement. If you have overdraft protection or credit card accounts that are accessed by the Service, they continue to be governed by the applicable agreements you have with Guadalupe Bank. If any inconsistency exists between such other documentation and this Agreement, then this Agreement shall control to the extent of the inconsistency.

## OUR ABILITY TO TERMINATE SERVICES

You are responsible for complying with all the terms of this Agreement and with the terms of the agreements governing the accounts to or from which transfers are made using the Service. We can terminate your electronic banking privileges under this Agreement without notice to you if you do not pay any fee when due, or if you do not comply with any agreement governing your accounts, or if any such account is not maintained in good standing.

We can also terminate the Service if we believe that an actual or potential unauthorized use of your User ID, Password or account may be occurring.

Guadalupe Bank reserves the right to terminate your access to the Guadalupe Bank Online Service or any portion of it in its sole discretion, without notice and without limitation, except as may be required by law.

## AMENDMENT

We can amend this Agreement upon notice to you, which you agree may be sent by e-mail. Any notice will be effective not later than ten (10) days after we send the notice (unless a law or regulation requires a longer notice period), whether or not you have retrieved the notice by that time.

## NEW SERVICES

We may, from time to time, introduce new services that are part of Guadalupe Bank Online Banking. We will update this Agreement to notify you of these new services. By using Guadalupe Bank Online after those new services become available, you agree to be bound by the terms contained in the revised agreement.

## VIRUS PROTECTION

You agree that Guadalupe Bank is not responsible for any electronic virus that you may encounter using Guadalupe Bank Online. We encourage you to routinely scan your PC and diskettes using any reliable virus protection product to detect and remove any viruses found. Undetected or un-repaired, a virus may corrupt and destroy your programs, files and even your hardware.

## OUR LIABILITY

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that Guadalupe Bank nor any of its subsidiaries or affiliates (collectively, " Guadalupe Bank ") nor any third party service providers engaged by Guadalupe Bank to perform any of the services connected with Guadalupe Bank Online shall be responsible for any damages, loss, property damage or bodily injury, incurred as a result of your using or attempting to use the Guadalupe Bank Online Service, whether caused by the equipment, software, Internet browser providers such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Internet Explorer browser), Internet access providers or on-line service providers or an agent or subcontractor of any of the foregoing. Nor shall Guadalupe Bank or any third party service providers engaged by Guadalupe Bank be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, Guadalupe Bank Online or Internet browser or access software, or from the unavailability of Guadalupe Bank Online or for any errors in information provided through that service.

## CHARGES AND FEES

Customer Service requests for which you may be charged by Guadalupe Bank include: ordering copies of checks, copies of statements or other requests made through the 'Contact Us' option. These service requests are subject to Guadalupe Bank's normal service charges that were disclosed at account opening and in any subsequent editions of or amendments to your Schedule of Fees brochure. Please refer to the latest version of your Schedule of Fees & Disclosure document and any applicable amendments.

Transfers of funds using Guadalupe Bank Online are free except as follows. If you have a Money Market Account, the number of transactions that you are allowed during a monthly statement cycle is limited. Transfers through Guadalupe Bank Online Banking are counted, and if you exceed the total number of authorized transactions for those accounts, your account will be charged as stated below. If a transfer from a deposit account draws funds from an overdraft line of credit, or you directly make a transfer from your line of credit, you may be charged a fee for each advance, as stated in your line of credit agreement. On Money Market Savings accounts, the number of transfers that you are allowed during a monthly statement cycle are limited. Transfers through Guadalupe Bank are included, and if you exceed the total number of authorized transactions for these accounts, your account may be charged an excessive activity fee. The fees are as follows:

Schedule of Fees:

Excessive activity fees for accounts with transaction limitations:

Regular Savings

After three per monthly statement cycle, ..... \$5.00\*

Minor Savings

After three per monthly statement cycle, each .....\$5.00\*

Money Market Savings

After six pre-authorized transfers or third party payments per monthly Statement cycle, each .....\$10.00

\*includes withdrawals and transfers at ATMs, teller lines, by telephone, or any other electronic means.

ENTIRE AGREEMENT

This Agreement, as it may be amended from time to time contains the entire understanding between you and Guadalupe Bank concerning the Guadalupe Bank Online service, and supersedes any verbal conversations, other communications, and previous agreements, if any.

YOUR AGREEMENT TO THESE TERMS AND CONDITIONS

Your registration for Guadalupe Bank Online confirms (1) your agreement to be bound by all the terms and conditions of this Agreement; and (2) your acknowledgment that you received and understand the terms of this Agreement.