



OAKWOOD BANK

8411 PRESTON RD STE 600 LB 35
DALLAS TX 75225

Internet Banking Agreement and Disclosure

Effective Date: October 1, 2017

Internet Banking Department:
469-687-2200
8411 Preston Rd Ste 600 LB 35
Dallas TX 75225

1. Scope of this Agreement

This Agreement between you and Oakwood Bank governs use of our Internet Banking Services, Mobile Banking Services and Bill Payment Services ("the Service").

2. Prerequisites for Enrolling in the Internet Banking Service In order to enroll in the Internet Banking Service:

- You must have an Eligible Account with this Financial Institution.
- Your account with us must be in good standing.
- You must be 18 years of age or older.
- If you enroll for our bill payment services, you must also be a resident of the United States or its possessions.

Hardware and Software Equipment Requirements:

- You must have a computer and Internet browser that will support 128 bit encryption.
- We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Internet Banking Service.
- Some features of the Internet Banking Services may not be supported with older browsers.
- You will need Internet access through an Internet service provider (ISP).
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You will also need an external email address for the delivery of electronic notices and disclosures.
- You must maintain fully updated anti-virus protection on your computer at all times.

In order to utilize the Mobile Banking services you must have a cellular phone or mobile device equipped with an Internet browser that will support Secure Socket Layer encryption.

Prior to enrolling in the Internet Banking Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Internet Banking Service and to retain a copy of this Agreement.

If we revise hardware and software requirements, and if there is a material chance that impact your ability to access the Internet Banking Service, we will give you advance notice of these changes and provide you an opportunity to cancel the service and/or change your method of receiving

3. Electronic Delivery of Disclosures

By accepting the terms of this Internet Banking Agreement and Disclosure, you certify that you are able and willing to accept disclosures and/or documents electronically, as follows.

We may offer periodic statements and certain other disclosures or documents in electronic format to our online banking customers. Other disclosures that we may send you in the future includes but is not limited to: deposit account disclosures (such as this Internet Banking Agreement), changes in account terms and fees, and privacy notices. We may also send you e-mail correspondence or electronic messages on the Internet banking Web site regarding resolution of problems in your account. We may provide periodic statements and other disclosures in e-mail attachments or we may send you an e-mail that tells you where these disclosures can be viewed on our website. E-mail notifications regarding statement availability in Internet Banking are considered a courtesy notification and not an obligation of the bank.

You have a right to receive any of our disclosures and records in paper format. You may also withdraw consent to electronic delivery at any time. Additional fees may apply and certain products and services may be limited. Please refer to the description of our deposit accounts and service charges to determine which fees may apply. If you have any questions, about products available, fees and service charges, please contact us at (469) 687-2200.

To requests disclosures and records in paper format or to withdraw consent to electronic delivery you can:

1. Call us at (469) 687-2200
2. Inform us in person at any of our banking locations; or
3. Send us a letter via U.S. mail to:
Internet Banking Department
Oakwood Bank
8411 Preston Rd Ste 600 LB 35
Dallas TX 75225

Be sure to identify yourself and your accounts that you want withdrawn from electronic delivery authorization.

The equipment necessary for accessing these types of disclosures electronically is described above.

4. Definitions:

Access ID - means an Access Identification Code used to access the Internet Banking Service

ACH Origination - refers to the creation of debit and credit entries to facilitate the transfer or placement of funds in another institution through the Automated Clearing House (ACH) network. The ACH network is a funds transfer system governed by the National Automated Clearing House Association (NACHA)

Agreement - refers to these terms and conditions of the Internet Banking Service.

Authorized User is an account owner or any individual, agent, whom you allow to use the Service, your Passcode or other means to access your online accounts.

Billing Account - is the checking account from which all Internet Banking and bill payment related fees will be automatically debited.

Bill Inbox - refers to the list of the bills that you must approve before we will send a payment and any notices from your payees.

Business Day - is any calendar day other than Saturday, Sunday, or any holiday recognized by the Federal Reserve Bank. Bill payments are processed on all Business Days that both the Federal Reserve Bank and the US Postal System are open and operating for business.

Business Customer - refers to anyone other than a Consumer who owns or holds an Eligible account at this Institution that is used primarily for business purposes.

Business Day Cutoff - refers to the cut-off time for posting purposes. The bank will process online transfers completed by 4:00PM Central Time on that business date. Transfers completed after 4:00PM will be processed on the following business day. Bill payment cut-off times may differ and are further detailed within this Agreement. The bank will process Cash Management items completed by 3:00PM Central time on that business date. Cash Management items completed after 3:00PM will be processed on the following business day as outlined in the Commercial Cash Management Agreement issued at the time of enrollment for the product.

Consumer - Refers to a natural person who owns or holds an account at Oakwood Bank. that is used primarily for personal, family or household purposes.

Due Date - the consumer defines the date the payment is due; typically, this is the date reflected on your payee's statement for which the bill payment is due.

E-bills - refers to any bill that you receive in your bill inbox. If you enroll for E-bills, you may receive one of the following types of electronic bills or statements:

- The first type is an electronic bill that we receive from one of your Payees and which we redirect to you.
- The second type is a bill we retrieve from your Payee's website and present to you electronically.

Eligible Accounts - refer to accounts eligible for access through the Internet Banking Service. You may request online access to any account that you own at this Institution or to any account at this Institution upon which you are an authorized signer. If you or your Authorized Users desire features of the Internet Banking Service that allow you to initiate bill payments, transfers, ACH transactions, or otherwise remove funds from an Eligible Account, you must have the required withdrawal authority over the relevant Eligible Account(s). Only checking accounts may be eligible for bill payment privileges. We may make additional accounts available for bill payment services from time-to-time as allowed by law or our bill payment Service Provider.

When using the Internet Banking Service, you agree to keep sufficient balances in your Eligible Account(s) to cover all transactions requested by any Authorized User and to cover any applicable fee(s) related to the Internet Banking Service.

Funding Account - is the checking account from which bill payments will be debited. You must be a legal owner of any funding account registered for the Service.

Joint & Multiple Party Accounts - If the accounts added to the service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your User ID and Password are authorized unless we have been notified to cancel the service. Each joint account holder should have their own unique user ID and Password.

If your account has multiple parties who have the authority to withdraw funds, and you remove any of them from your account, you should notify the Internet Banking department at once to terminate that person's authority from Internet Banking. You may contact us in person at any of our banking locations, by calling 1-888-5729881 or by U.S. Mail at P.O. Box 1158, Mt. Pleasant, TX. 75456.

No Signature Required - When any payment or other on-line service generates items to be charged to your account, you agree that we may debit the designated account without requiring your signature on the item.

Payment Due Date - refers to the date by which the Payee requires payment from the customer

Passcode - means your password that is known solely by you and not by us or our service providers that you use to access the Internet Banking Service.

Payee - A Payee is the person or entity to which you wish a bill payment to be directed or the person, company or organization from which you receive electronic bills as the case may be.

Service Provider - includes any agent, licensor, independent contractor or subcontractor that this Financial Institution may involve in the provision of Internet banking, bill payments, and/or E-Bill services, Mobile Banking and Notify Me Alerts. Other service providers may be added from time to time.

you and your - refer to the person(s) subscribing to or using the Internet Banking Service, owner of the Eligible Accounts, as well as any Authorized Users that such person allows,

we, us, or our - As used within this Agreement, refer to Oakwood Bank. and any agent, independent contractor, Service Provider, sub-contractor, licensor, designee, or assignee that Oakwood Bank. may involve in the provision of the Internet Banking Service.

5. Basic Internet Banking Features

The basic features currently available through the Internet Banking Service include:

- Up to 24 months of complete Internet transactional detail and history depending on enrollment and conversion date
- Account Inquiries and balances
- Account transfers
- Secure e-mails through the Internet Banking Service's messaging system
- Payments to loans at Oakwood Bank.
- Online check reorders
- Transaction downloads
- Account Alerts
- Online check images
- Limited External transfers

You can use the Internet Banking Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. Access to the Internet Banking Service may be slower at times due to high Internet traffic or other factors beyond our control.

6. Other Basic Internet Banking Features

(A) Stop Payment Feature

The stop payment feature within the Internet Banking Service is only for stopping payments on checks that you have written. This feature is accessible in the "User Services" menu of the Internet Banking Service and provides a means to securely forward your stop payment requests to us for processing.

Stop payment requests received through the Internet Banking Service will generally be processed within one (1) to two (2) Business Days. Therefore, if your request is urgent, we recommend that you contact the Oakwood Bank. nearest you via telephone or in person. The stop payment feature within the Internet Banking Service should NOT be used to cancel transfers and Bill Payments.

There is typically a stop payment fee associated with this feature. Please refer to our fee schedule for additional information or contact us at (469) 687-2200 Additional terms of acceptance or disclosures may apply on the stop payment service and these disclosures will be made at the time you complete the request. Additional information on stop payments is available within the Internet Banking Service.

(B) Secure Emails and Other User Services

Address Change, Order Documents, Secure E-Mail & Secure File Delivery Services

You may use the secure mail or messaging features of the Internet Banking Service to submit an address change, and/or to request documents. The secure messaging feature may also be used for secure file delivery to this Institution. Generally, requests received through the secure e-mail feature will be processed within one (1) to two (2) Business Days. For urgent requests, we recommend that you contact our Internet Banking Department. In the User Services section of Internet Banking Product, you may also request bill payment services and the addition or removal of a Linked Account through the User Services menu.

7. Additional Features

For customers who select Bill Payment, these additional functions are available:

- One-time payments
- Occasional payments
- Recurring payments

For customers who select E-Statements, these additional functions are available:

- Receive and view account statements online only

For customers who select Commercial Cash Management, these additional functions are available:

- Initiate Automated Clearing House (ACH) debits and credits
- Initiate wire transfers

For customers who select Mobile Banking, these additional functions are available:

- Account balances, transactions history, account transfers may be accessed using a mobile device.

For customers who select Notify Me Alerts, these additional functions are available:

- Customers may receive text and e-mail notifications when customer-defined account conditions have been met.

For these and any other additional features, there may be a separate enrollment and disclosure acceptance process required.

We may add or remove certain features and/or functionality from time-to-time. There may be additional fees associated with some of these services. Fees will be disclosed in our fee schedule and/or at the time of your request.

8. Business Banking Features

We have additional cash management and business banking features designed specifically for our Business Customers which include:

- ACH Credit and Debit Origination
- NACHA File Imports
- Secure File Transfers
- Wire Transfer Requests
- EFTPS (Electronic Federal Tax Payment System)
- Balance Reporting

Some of these business banking features are subject to additional fees and terms and conditions. We may add or remove certain features and/or functionality from time-to-time.

Business Customers may enroll for the Basic Internet Banking Service online or in person in any of our offices. Business account owners, authorized signatories, may submit an enrollment application for the Business Customer.

Business Customers interested in the additional cash management features should contact us for additional information or send us a secure message through the Service.

9. Linked Accounts

When you first enroll for the Service we will link only the accounts you designate to one Access ID. If you want other accounts or privileges linked, please contact us at 1 (469) 687-2200 or send us a secure email message through the Internet Banking Service.

In some instances, Business Customers may link personal Consumer accounts or accounts of other businesses owned or controlled by the same Business Owner to the Internet Banking Service.

10. Signature Requirements

When any online transfer, ACH, wire transfer request or other payment Instruction is initiated through the Internet Banking Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you.

Requirements for dual signatures on checks, if applicable, **do NOT** apply to bill payments or other transfers initiated through the Internet Banking Service.

Business Customer Authorized Users that may be assigned payment or transactional capabilities through the Internet Banking Service should be authorized by the Business Customer to make or approve electronic transfers, even though that person's authority to make transfers by other means may still require dual signatures.

If Authorized Users are not authorized persons on the signature card for each Linked Account, the Business Customer account owner(s) has the obligation to inform Institution of the new individual or individuals with such authority. Such notice must be given to the Internet Banking Department at Oakwood Bank by calling us at 888-572-9881. You may also write us at: 8411 Preston Rd Ste 600 LB 35 Dallas TX 75225

11. Fees

Basic Internet Banking Service & Bill Pay

We currently do not charge for Internet Banking or Bill Pay Services.

You are responsible for any and all fees assessed by your Internet service provider, telephone or mobile device carrier. Any fees associated with your standard deposit account(s), as described in our Fee Schedule will continue to apply

12. Enrollment Process

You must complete the enrollment process to use the Internet Banking Service. You can enroll for the Internet Banking Service on the Internet or you can enroll in any of our offices.

The Internet enrollment process involves completing a secure online application that we will use to verify your identity. You will also choose your Access ID and Passcode during the enrollment process. Your Passcode will only be known to yourself and to those to whom you disclose the Passcode. Oakwood Bank and our services providers will not have access to your Passcode. For security purposes, you should not use your account number or social security number as your Access ID.

When you enroll for the Internet Banking Service, you agree to provide true and accurate enrollment information. Our Internet Banking Department will verify the information you submit for accuracy and proper authorizations. After verification of your information you will be notified when you can begin using the Service.

You may request access to our Bill Pay Service during the enrollment process or at any time after your initial enrollment by contacting us at (469) 687-2200.

Upon enrollment, you will be asked to select one or more security questions and answers. These questions are required as part of our enhanced security measures and may be used as a method of validating your identity. You may be required to correctly answer your security questions in order to gain access to the Internet Banking Service.

13. Address, Email or Funding Account Changes

When you enroll in the I Service, we will send you a "Welcome" email. We will also send you secure messages through the Service regarding important Internet Banking and bill payment matters and/or changes to this Agreement. You must provide us your current e-mail address in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made within the User Services section of the Service or by contacting our Internet Banking Department at (469) 687-2200. Any changes to your Eligible Account(s), Funding Account, or Billing Account should also be made in accordance with these procedures. We are not responsible for any bill payment processing errors or fees incurred if you do not provide accurate Funding Account or contact information.

After you enroll, the Internet Banking Service will allow you to establish email alert notifications to keep you apprised of activity within your account(s).

From time-to-time we may also send emails marketing various features of the Internet Banking Service; however, we will NEVER ask you to provide any personal or account information in response to an email from this Institution.

14. Account Balances

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Internet Banking Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day Cut-off time to be effective the same Business Day.

The balances within the Internet Banking Service are updated periodically and will display the most current "as of" date on the "accounts summary page". There may be situations that cause a delay in an update of your balances. In these situations, the Internet Banking Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

15. Canceling or Changing Transfers

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us for processing. However, you can edit or change a transfer that is still "pending".

In order to cancel or change a pending transfer that has not been submitted to us for processing, use the following procedures:

1. Log in and make edits to the appropriate transaction.
2. Edits must be made before 4:00 pm Central Standard Time for transactions to be processed the same Business Day
3. You may edit a pre-scheduled (future dated/automatic) transaction anytime before 4:00 pm Central Standard Time on the Business Day before the scheduled transfer or payment date.
4. For transfers, you can change the transfer amount to \$0.00, or
5. If you accidentally transfer funds, you can schedule another transfer to move funds to back to the original account.

If you need to edit a pending transaction after-cut-off time, please contact us immediately; although in these situations, we may not have sufficient time to stop transactions from further processing. Separate agreements detail the required timeframes for submitting and making changes to ACH transactions, and wire transfer requests.

16. Wire Transfers

If you have been approved for online wire transfer services, separate agreements will detail wire transfer limits and the required time-frames for submitting and making changes to wire transfer requests.

You may edit, delete, or “un-approve” a transfer requests prior to the cutoff time for the transaction. If a change is necessary after-cut-off time, please contact us immediately; although in these situations, we may not have sufficient time to stop transactions from further processing.

17. Transaction Limitations

You may use the Internet Banking Service to check the balance of your Eligible Account (s) and to transfer funds among your Eligible Accounts at this Financial Institution. You must have sufficient funds in your account(s) to cover the amount of any transaction (internal/external account transfer, ACH, wire transfer, and/or bill payment) on the effective date of the transaction or the request may not be processed. NSF and/or overdraft charges may be incurred if transactions exceed your account balance.

Current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as Money Market and Savings Accounts. For these types of accounts, you may not make more than six (6) pre-authorized (automatic) electronic funds transfers (EFTs), during a given monthly statement period. Online account transfers and bill payments are counted toward the six permitted monthly transfers. Please refer to your original account agreement for excessive activity fees that may apply. Federal regulations currently place no limits on the number of transfers or bill payments from your checking accounts, therefore this financial institution currently limits bill payment services only to checking accounts.

18. Bill Payment Service

A. Set-Up Payees

It is easy to pay bills online. Simply set up your payments by choosing from the database of vendors (Payees) that already exist, or by entering necessary information to schedule a payment. We maintain a large vendor database of regional or national Payees to make this process quicker and easier. We can process payments to Payees that have a US Postal address.

B. Bill Payment Transaction Limits

Our bill payment Service Provider limits daily bill payment to a single Payee to \$9,999.99. We reserve the right to refuse to pay any Payee to whom you may direct a payment. Our Service Provider may notify you if it decides to refuse to pay a Payee designated by you.

C. Payment Methods

Payments that you make through the Internet Banking Service are processed either electronically or by check.

Our bill payment Service Provider reserves the right to select the method in which funds will be remitted on your behalf to the Payee.

Payment processing for electronic payments typically begins at least two Business Days prior to the Due Date. Payment processing for check remittance usually begins at least four Business Days prior to the Due Date.

D. Scheduling Payments

When scheduling a bill payment, the earliest possible payment date for each Payee will be displayed within the Service. You should schedule bill payments in sufficient time to be delivered by the due date on your payee’s statement. When you select a payment “Due Date”, the bill payment Service Provider calculates a “deliver by” date. The payment will be delivered to the Payee by the scheduled Due Date.

The system will not allow you to schedule a bill payment on a non-business day. After the payment has been scheduled, the bill payment Service Provider begins processing the payment so that it will arrive on the scheduled Due Date.

For automatic payments, if the Due Date for one of the payments falls on a non-business day, the system will automatically adjust the Due Date for that specific payment to the previous Business Day. If an end-date is not entered for automatic payments, the system will default to "unlimited". Scheduled bill payments will be charged to your account on the Due Date that you have selected for the payment.

Our system assumes the Payee will promptly process the payment on the Business Day it is received. Any delays caused by the Payee would result in additional days before the payment would show on their records.

The bill payment features of the Internet Banking Service will allow you to see a history of all the payments made from your accounts for the past 24 months.

E. Bill Payment Guarantee

We will reimburse you up to \$50 per payment for any late payment fees or penalties you are charged as a result of the Payee/Vendor not receiving a payment by the Due Date if all of the following apply:

1. If you scheduled the payment to be sent at least 5-business days prior to the due date. This applies regardless of whether the payment is sent electronically or by check.
2. If correct information was provided to us about the Payee (name, address, account number and amount).
3. If your account had sufficient funds to complete the payment or transfer on the scheduled payment date.
4. If the Payee was a business Payee.
5. If the Payee assessed late payment fees or penalties due to the delay of this payment.
6. If you did not receive notice from us, our Service Provider(s), or the Payee at least 10 calendar days prior to your scheduled payment that would have alerted you to a problem processing payments through our Internet Banking Service.

In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transaction and we will not be liable for any incidental, exemplary, punitive or consequential damages.

F. Prohibited Payments

Payments to Payees outside of the United States are prohibited and may not be issued under any circumstances.

Payments to Internet gambling sites are prohibited through the Service.

Tax payments to state, federal, or local tax agencies, court ordered payments and payments to insurance companies may be scheduled through the Internet Banking Service; however, such payments are discouraged and are scheduled at your own risk. In no event shall Oakwood Bank or its Service Provider(s) be liable for any claims or damages resulting from you scheduling these types of payments. The bill payment service guarantee, as it applies to any late payment related charges, is void for these types of payments if scheduled and/or processed by the Internet Banking Service.

We reserve the right to refuse to pay any Payee to whom you may direct a payment. We will notify you if we decide to refuse to pay a Payee designated by you; however, this notification is not required if you attempt to make a prohibited payment under this Agreement.

G. Payment Cancellation and Stop Payment Requests

You can choose to cancel or edit a scheduled payment up until the time that payment processing begins. There is no charge for canceling or editing a scheduled payment. However, once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted, as described within this Agreement.

The ability of this Financial Institution and its Service Provider to process a stop payment request on a Bill Payment in which processing has begun will depend on the payment method and if the payment has already cleared. We cannot stop an electronic payment that is processing.

If you need to place a stop payment request on a bill payment, please contact us immediately at (469) 687-2200. We must be notified in time to process your request. If the payment is already in processes, we may not have sufficient time to complete your request. We will make every effort to accommodate your request but we will have no liability for failing to do so unless the request is subject to the provisions contained in your depository account agreement or applicable law as it pertains to pre-authorized electronic funds transfers.

We may also require you to present your stop payment request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set forth in our applicable fee schedule.

H. Payment Authorization and Payment Remittance

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize us to follow the payment instructions received through the Service. In order to process payments more efficiently and effectively, our Service Provider may edit or alter payment data or data formats in accordance with payee directives.

When you schedule a payment through the Service, you are authorizing our bill payment Service Provider to debit your Funding Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Due Date designated by you. You also authorize our bill payment

Service Provider to credit your Funding Account for payments returned to us by the United States Postal Service or Payee. We may also credit your Funding Account when payments are remitted to you on behalf of another Authorized User of the Service.

I. Returned Payments

In using the Service, you understand that Payees and/or the United States Postal Service may return bill payments to our Service Provider for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. In these situations, our bill payment Service Provider will perform reasonable research and correct the returned payment or the Service Provider will void the payment and credit your Payment Account.

J. Failed Transactions

In using the Service, you are requesting us to make payments for you from your Funding Account. If we are unable to complete the transaction for any reason associated with your Funding Account (for example, if there are insufficient funds in your Funding Account to cover the transaction), the transaction will not be completed. In some instances, you may also receive a return notice from the Service.

K. Bill Payment Information Authorization

Requests for bill payment privileges may not be fulfilled if this Financial Institution and/or its Service Provider(s) cannot verify your identity and withdrawal authority over the specified accounts. In addition, you agree that this Financial Institution and its Service Providers reserve the right to obtain financial information regarding your account from a Payee or from your Financial Institution when necessary to resolve payment posting problems or for verification purposes.

19. Electronic Bill Delivery (E-Bills)

This feature is for the presentment of E-Bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. If you elect to activate one of the E-Bill options, you also agree to the following:

(A) Activation

Upon activation of the E-Bill feature, our Service Provider 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 E-Bill feature is being activated it is your responsibility to keep your accounts current. Each Payee reserves the right to accept or deny your request to receive electronic bills.

(B) Information Provided to the Payee

We are unable to update or change your personal or business information such as, but not limited to, name, address, phone numbers and e-mail addresses with the Payee. Any changes will need to be made by you; contact the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's or company's bill.

Our Service Provider may, at the request of the Payee, provide to the Payee your e-mail address, system address, or other data specifically requested by the Payee at the time of activating E-Bills, for purposes of the Payee informing you about service and/or bill information.

(C) Notification of Bill Delivery

Our bill payment Service Provider will use its best efforts to present all of your E-Bills promptly. In addition to notification within the system, our Service Provider may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this email address information is accurate. In the event you do not receive notification of a bill, it is your responsibility to periodically logon to the system and check on the delivery of new E-Bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

(D) Cancellation of E-Bills

The Payee reserves the right to cancel the presentment of E-Bills at any time. You may also cancel E-Bills at any time. The timeframe for cancellation of your E-Bills may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. Our bill payment Service Provider will notify your Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any E-Bills that are already in process at the time of cancellation.

(E) Non-Delivery of E-Bills

You agree to hold harmless, this Financial Institution and its Service Providers 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.

(F) Accuracy and Dispute of Electronic Bill

Neither this Financial Institution nor its Service Providers are responsible for the accuracy of your E-Bill(s). Oakwood Bank and its Service Providers are only responsible for presenting the information received from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

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

20. Privacy

We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our privacy notice before completing the enrollment process for the Internet Banking Service. Our customer privacy statement can be obtained on our [website](#) or at any of our banking locations.

(A) Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. We will only disclose information to third parties about your account or the transactions that you make in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to an authorized third party, such as a credit bureau or payee;
- In order to comply with a governmental agency or court orders; or
- If you give us your written permission.

Please refer to our [privacy notice on our website](#) for additional detail on disclosure of account information.

21. Internet Security

The Internet Banking Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Internet Banking Service, our Internet Banking Department will verify your identity and authorization against information associated with the Eligible Account (s) that you request to be linked to the Internet Banking Service.

Access IDs and Passcodes - One of the main security features protecting the Internet Banking Service is the unique combination of your Access ID and Passcode. During the enrollment process, you will be asked to select a unique Access ID and Passcode. For security purposes, do not use your account number or social security number as your Access ID. Encryption and access controls are used to protect your Passcode within our database. If you need to reset your Passcode, you may use our online automated Passcode reset feature or you may contact this Institution for assistance.

Because your Passcode is used to access your accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a Passcode that is difficult to guess.
- You should not use words based on your name, address or other personal information.
- Special characters may be used to increase security.
- Do **NOT** use dictionary words.
- Keep your Passcode safe.
- Memorize your Passcode and do **NOT** write it down.
- You should also change your Passcode occasionally, such as every 90 days.
- Passcodes should not be shared with anyone, even Authorized Users.
- The "Help" link within the Internet Banking Service will offer tips on choosing a secure Passcode that you can remember.

When you enroll for the Internet Banking Service you agree to change your Passcode immediately if you suspect that your Passcode has been compromised. This can be done at any time from the "User Services" menu after you log on to the Internet Banking Service.

NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS WILL CONTACT YOU BY TELEPHONE, EMAIL OR TEXT MESSAGING REQUESTING PERSONAL INFORMATION, SUCH AS YOUR ACCESS ID, PASSCODE, CREDIT CARD NUMBER, ATM CARD NUMBER OR ATM PIN. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS TYPE OF INFORMATION, DO NOT PROVIDE ANY INFORMATION AND CONTACT OUR INTERNET BANKING DEPARTMENT IMMEDIATELY.

Encryption - The Internet Banking Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Internet banking. Your browser automatically activates this technology when it attempts to connect to our Internet Banking Service. The Internet Banking Service requires a browser that supports 128-bit encryption and we will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from "open" to "locked". What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

Certificate Authority - The servers hosting the Internet Banking Service have been certified by a Certificate Authority to assure you that you are actually talking to the Internet Banking Service instead of someone pretending to be us. By clicking on the lock within the Internet Banking Service, you can view the certificate to ensure it's valid.

Cookies - During your use of the Internet Banking Service, our Internet banking Service Provider will pass an encrypted session cookie to your computer that enables us to process multiple transactions during the session without having to provide an Access ID and Passcode for each individual transaction. You must accept this cookie to use the Internet Banking Service. The session cookie is stored on your computer's hard-drive, identifying your computer while you are logged on. The session cookie does not contain any personal information. When you log off, close your browser, or turn off your machine, the session cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account. Our Service Provider also uses persistent or "permanent" cookies to identify this Institution and your computer as part of our enhanced security. The permanent cookies will remain on your computer's hard drive until you clear cookies with your browser. If you do not accept these cookies, you may not be able to use all the features of the Internet Banking Service.

Multi-Level Authentication - We use multi-level authentication (or enhanced security) to help prevent unauthorized access to your accounts. As part of our enhanced security solution we may ask you to select challenge questions which may be used to help verify your identity in the event unusual login or transaction activity is detected. We may also send you a One Time PIN (OTP) which can be used to help authenticate your login or transaction requests.

22. Your Security Obligations

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER INCLUDING THE USE OF UPDATED ANTI-VIRUS PROTECTION.

NEITHER THIS FINANCIAL INSTITUTION NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSWORD, OR MALFUNCTION OF YOUR COMPUTER OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER AND SOFTWARE.

- All Authorized Users should sign-off after every session. While online sessions will automatically end after a period of inactivity, logging off can help protect you in case you accidentally leave your computer unattended.
- Refrain from using public computers (e.g. computers in a library, Internet café or hotel business center) to access your online banking accounts. The security of public or shared computers cannot be assured.
- Always keep your computer's operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Internet Banking Service.
- Always keep your anti-virus and anti-spyware software current and routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or malicious software (malware) may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Furthermore, undetected or un-repaired viruses or malware may affect the security of online accounts and the privacy of personal information stored on your computer. If your computer is compromised by some form of malware, virus, or Trojan, you could unintentionally transmit sensitive account information or personal data to another third party or transmit a virus to other computers.
- Always use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- If you use a wireless Internet connection to access your online accounts, make sure that the wireless network is encrypted.

Occasionally we may post important security notices on our website and/or send online banking user's security related notices or reminders. It is your responsibility to read all security notices.

23. Protecting Your Passcode

When you or your Authorized Users accept the terms and conditions of this Agreement, you agree not to give or make available your Passcode or other means to access your account to any unauthorized individual(s). You are responsible for all transactions authorized or requested through the Internet Banking Service using a valid Access ID and Passcode, including those situations when your Access ID and Passcode are obtained due to compromise to your computer. If you permit other persons to use the Internet Banking Service with your Passcode, or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your Passcode or other means to access your account has been lost or stolen or that someone may attempt to use the Internet Banking Service without your consent or has transferred money without your permission, you must notify us at once by calling (469) 687-2200 during customer service hours. You can also contact us by sending a secure message through the Internet Banking Service.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSCODE TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSCODE TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE INTERNET BANKING SERVICE BY

THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AN AGGREGATION SERVICE PROVIDER, OR WHEN YOUR PERSONAL COMPUTER IS COMPROMISED BY A KEY STROKE LOGGING VIRUS OR ANY OTHER TYPE OF MALWARE).

You agree that we may send notices and other communications, including Passcode change confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual.

24. Documentation and Verification of Transactions

Information regarding all Internet Banking transactions will be reflected on the account detail page within the Internet Banking Service and in your regular monthly account statement(s).

25. Our Liability for Failure to Complete Transfers and Bill Payments

It is our responsibility to process all bill payments, internal transfers and other electronic transactions properly initiated through the Internet Banking Service in accordance with this Agreement. However, we shall incur no liability and any bill payment service guarantee shall be void if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Eligible Account(s) and/or Funding Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account (if applicable);
2. The Internet Banking Service and/or the payment processing center is not working properly and you know or have been advised by this Institution and/or its Service Providers about the malfunction before you execute the transaction;
3. You have not provided us with the correct bill payment Funding Account information, or the correct name, address, phone number, or account information for the Payee;
4. Your Eligible Account(s), including either your bill payment Funding Account or Billing Account is closed;
5. If your computer, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transaction;
6. It can be shown that the Payee received a bill payment within the normal delivery timeframe and failed to process the bill payment through no fault of ours;
7. The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
8. We have reason to believe that a bill payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
9. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force or third party) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if we cause an incorrect amount of funds to be removed from any of your Eligible Account(s) or if we cause funds from your accounts to be directed to a Payee, which does not comply with your payment instructions. This Financial Institution and/or its Service Providers shall be responsible for returning the improperly transferred funds to your Eligible Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, any late payment related charges.

26. Provisions Applicable Only to Consumer and Sole Proprietors Deposit Accounts

A. Errors and Questions

In cases of errors or questions concerning transactions completed with Internet Banking (including Bill Pay), do one of the following, as soon as possible:

1. Telephone our Internet Banking Department at (469) 687-2200 or
2. Write to Internet Banking Department; 8411 Preston Rd Ste 600 LB 35 Dallas TX 75225; In cases of errors or questions concerning transactions other than those above, do one of the following, as soon as possible:

We must hear from you within 60 days after we sent you the first statement or notification in which the error or problem appeared. Please include the following information:

1. Name
2. Account Number and User Access ID
3. Description of the error or what you are unsure about, plus an explanation of why you believe it is an error or why you need more information. Please include any reference numbers or descriptive language shown on the statement or receipt that will help us identify the transaction
4. Tell us the amount of the suspected error.
5. For a Bill Payer error tell us:
 - Account number used to pay the bill
 - Payee name
 - Date the payment was sent
 - Confirmation number
 - Payment amount
 - Payee account number for the payment in question.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. We may take up to 20 business days if the transfer involved a new account. (An account is considered new for 30 days after the first deposit is made, if you are a new customer.) If we need more time, however, we may take up to 45 days (90 days if the transfer was not initiated within a state or involved a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account. We will notify you of the results of our investigation within 3 business days after it is finished. If we believe there was no error, we will notify you in writing. You may ask for copies of the documents that we used in our investigation. You will be liable to us for any amounts credited pending our investigation.

(B) Consumer Liability for Unauthorized Transfers

Notice of Your Rights and Liabilities

Tell us AT ONCE if you believe your User ID or Password have been compromised, lost, stolen or used without your authorization. You could lose all the money in your Account (plus your maximum overdraft line of credit). Telephoning us at the number listed in the Error and Questions Section is the best way of limiting your possible loss.

If you tell us within two business days, you can lose no more than \$50 if someone used your User ID or Password without your permission. If you do NOT tell us within two business days after you learn of the loss, theft or compromise of your User ID or Password and we can prove we could have stopped someone from using it without your permission if you had told us, you could lose as much as \$500. Also, tell us AT ONCE if your statement shows transfers that you did not make or authorize. If you do not tell us within 60 days after that statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason, such as a long trip or hospital stay, kept you from telling us, we will extend the time periods.

If you believe that someone has transferred or may transfer money from your account without permission, call or write us at the telephone number or address listed in this disclosure.

27. Provisions Applicable Only to Business Accounts

(A) Protecting Your Account(s)

The Service will allow Business Customers to establish individual Access IDs, Passcodes, privileges for each Authorized User. Transaction history is maintained for each Access ID.

BUSINESS CUSTOMER(S) WILL BE SOLELY RESPONSIBLE FOR DESIGNATING ITS AUTHORIZED USERS AND ASSIGNING PRIVILEGES WITHIN THE SERVICE.

As a security measure, Business Customers should evaluate and implement the dual control features within the Service for ACH Origination and wire transfers.

(B) ACH and Wire Transfer Requests

Business Customers may edit, delete, or “un-approve” wire transfers or ACH transactions prior to the cutoff time for the transaction. Separate agreements will detail the required time-frames for submitting and making changes to ACH transactions and wire transfer requests.

If a change is necessary after-cut-off time, please contact us immediately. In these situations, we may not be able to stop the transaction from processing unless we receive timely notification.

Additional terms and conditions apply to ACH and Wire Transfers.

(C) Business Customer Liability

BUSINESS CUSTOMER REPRESENTS AND WARRANTS THAT IT’S AUTHORIZED USERS AND SUB-USERS HAVE THE APPROPRIATE AUTHORITY TO INITIATE TRANSACTIONS THROUGH THE INTERNET BANKING SERVICE. BUSINESS CUSTOMER ALSO REPRESENTS AND WARRANTS THAT IT MAINTAINS OR REQUIRES CURRENT AND UPDATED ANTI-VIRUS SOFTWARE ON ALL COMPUTERS USED TO ACCESS THE INTERNET BANKING SERVICE BY IT OR ON ITS BEHALF.

BUSINESS CUSTOMER AUTHORIZES THIS INSTITUTION AND ITS SERVICE PROVIDERS TO ACT UPON, AND AGREES TO BE BOUND BY, ANY TRANSACTION, WHETHER OR NOT AUTHORIZED, THAT IS INITIATED WITH AN ACCESS ID AND PASSCODE OF ANY AUTHORIZED USER(S).

FURTHERMORE, ANY INSTRUCTIONS, DIRECTIONS, OR OTHER INFORMATION PROVIDED BY THE BUSINESS CUSTOMER, OR ANY OF ITS AUTHORIZED USERS, WILL BE DEEMED TO HAVE BEEN AUTHORIZED BY THE BUSINESS CUSTOMER. THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE FOR VERIFYING THE IDENTITY OR AUTHENTICITY OF ANY PERSON CLAIMING TO BE AN AUTHORIZED USER OF THE BUSINESS CUSTOMER.

BUSINESS CUSTOMER ASSUMES ANY AND ALL LIABILITY ARISING FROM THE USE OR MISUSE OF THE INTERNET BANKING SERVICE OR COMPANY ACCOUNTS BY ITS AUTHORIZED USERS OR AS A RESULT OF A COMPROMISED COMPUTER DUE TO A BREACH OF ANY OF THE FOREGOING WARRANTIES. BUSINESS CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS FOR ANY LIABILITY AND DAMAGES RESULTING FROM OR ACTING UPON ANY TRANSACTION, DIRECTION, INSTRUCTION, OR INFORMATION THAT IS INITIATED WITH AN ACCESS ID AND PASSCODE OF BUSINESS CUSTOMER'S AUTHORIZED USER(S) REGARDLESS OF WHETHER SUCH TRANSACTION, DIRECTION OR INSTRUCTION IS MADE BY AN AUTHORIZED USER.

BUSINESS CUSTOMER AGREES THAT WE MAY SEND NOTICES AND OTHER COMMUNICATIONS, INCLUDING EMAILS, TO THE CURRENT ADDRESS SHOWN IN OUR RECORDS, WHETHER OR NOT THAT ADDRESS INCLUDES A DESIGNATION FOR DELIVERY TO THE ATTENTION OF ANY PARTICULAR INDIVIDUAL. YOU FURTHER AGREE THAT FINANCIAL INSTITUTION NAME AND/OR ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU IN ANY WAY IF INFORMATION IS INTERCEPTED BY AN UNAUTHORIZED PERSON, EITHER IN TRANSIT OR AT YOUR PLACE OF BUSINESS. IN ADDITION, YOU AGREE TO:

- REQUIRE ALL AUTHORIZED USERS TO KEEP PASSCODES SECURE AND STRICTLY CONFIDENTIAL;
- IMMEDIATELY NOTIFY US AND SELECT A NEW PASSCODE IF YOU OR YOUR AUTHORIZED USERS BELIEVE YOUR PASSCODES MAY HAVE BECOME KNOWN TO AN UNAUTHORIZED PERSON.

WE MAY DISABLE PASSCODES OF AUTHORIZED USERS EVEN WITHOUT RECEIVING SUCH NOTICE FROM YOU, IF WE SUSPECT PASSCODES ARE BEING USED IN AN UNAUTHORIZED OR FRAUDULENT MANNER.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR THE DEVELOPMENT AND IMPLEMENTATION OF ALL COMMERCIALY REASONABLE SECURITY PROCEDURES TO PROTECT THEIR COMPUTER SYSTEMS USED TO ACCESS THE INTERNET BANKING SERVICE. THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS SHALL HAVE NO OBLIGATION, LIABILITY OR CONTROL, EITHER DIRECTLY OR INDIRECTLY CONCERNING THE BUSINESS CUSTOMERS' SELECTION OF SECURITY SYSTEMS OR DEVICES USED TO PROTECT ITS COMPUTER SYSTEM(S). FURTHERMORE, NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS SHALL HAVE CONTROL OVER BUSINESS CUSTOMERS' DEVELOPMENT OR IMPLEMENTATION OF SAID SECURITY PROCEDURES OR THE FAILURE OF BUSINESS CUSTOMER TO MAINTAIN SAID PROCEDURES.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM ANY AUTHORIZED OR UNAUTHORIZED ACCESS TO THE INTERNET BANKING SERVICE USING A VALID ACCESS ID AND PASSCODE.

(D) Commercially Reasonable Security Procedures

WHEN YOU ACCEPT THIS AGREEMENT AND USE THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE INCLUDES SECURITY MEASURES WHICH ARE COMMERCIALY REASONABLE.

YOU AGREE TO BE BOUND BY OUR SECURITY PROCEDURES AND INSTRUCTIONS, WHICH MAY BE PERIODICALLY UPDATED. YOU AGREE TO REVIEW AND IMPLEMENT ALL SECURITY PROCEDURES AVAILABLE IN CONNECTION WITH THE INTERNET BANKING SERVICE, INCLUDING PROCEDURES TO PROTECT THE CONFIDENTIALITY OF YOUR ACCESS ID AND PASSCODE AND THE SAME FOR YOUR AUTHORIZED USERS. YOU AGREE TO NOTIFY THIS FINANCIAL INSTITUTION IN THE EVENT THAT YOUR USE OF THE INTERNET BANKING SERVICE WOULD NECESSITATE OR BE BETTER SERVED BY A LEVEL OF SECURITY THAT EXCEEDS THAT OFFERED BY THE INTERNET BANKING SERVICE. IF YOU FAIL TO NOTIFY THIS FINANCIAL INSTITUTION, YOU ACKNOWLEDGE AND AGREE THAT THE SECURITY ASPECTS OF THE INTERNET BANKING SERVICE ARE APPROPRIATE FOR YOUR NEEDS AND WILL PROVIDE YOU WITH A COMMERCIALY REASONABLE DEGREE OF SECURITY AGAINST UNAUTHORIZED USE.

(E) Errors and Questions

In case of errors or questions about your transactions, you should as soon as possible notify us through one of the following methods:

Telephone us at: (469) 687-2200 Write us at: 8411 Preston Rd Ste 600 LB 35 Dallas TX 75225

(F) Your Liability for Unauthorized Transfers

You must notify us of errors, discrepancies, or possible unauthorized transactions as soon as possible upon learning of the discrepancy. If you fail to notify us within sixty (60) days, Oakwood Bank will not owe you any interest on the amount in question, even if we are otherwise liable to you in connection with the transaction.

Oakwood Bank and its Service Providers shall have no liability to you for any unauthorized transactions made using your Passcode that occurs before you have notified us of any possible unauthorized use and we have had a reasonable opportunity to act upon that notice.

If you fail to notify us of any discrepancy within one (1) year, you shall be precluded from asserting any such discrepancy against us.

(G) Limitation of Institution Liability

THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL BE DEEMED TO HAVE EXERCISED ALL DUE CARE AND TO HAVE ACTED REASONABLY IF WE ACT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY YOU ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY OUR WILLFUL MISCONDUCT. THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE:

- RELATED TO THE DISHONESTY OF THE BUSINESS CUSTOMER'S EMPLOYEES, OFFICERS, AGENTS, AUTHORIZED USERS;
- RESULTING FROM ANY RECEIVING FINANCIAL INSTITUTION'S FAILURE TO ACCEPT ANY PAYMENT OR FUNDS TRANSFER REQUEST;
- RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THIS AGREEMENT, WHICH IS CAUSED BY AN ACT OF GOD, FIRE OR OTHER CASUALTY, ELECTRICAL OR COMPUTER FAILURE, DELAYS OR FAILURE TO ACT BY ANY CARRIER, MEDIUM OR AGENT OPERATING BETWEEN [FI NAME] AND THIRD PARTIES, OR ANY OTHER CONDITION OUTSIDE OF OUR CONTROL.

IF THIS FINANCIAL INSTITUTION AND/OR ITS SERVICE PROVIDERS FAIL OR DELAY IN MAKING A PAYMENT OR TRANSFER PURSUANT TO YOUR INSTRUCTION, OR IF WE MAKE A PAYMENT OR TRANSFER IN AN ERRONEOUS AMOUNT WHICH IS LESS THAN THE AMOUNT PER YOUR INSTRUCTION, UNLESS OTHERWISE REQUIRED BY LAW OUR LIABILITY SHALL BE LIMITED TO INTEREST ON THE AMOUNT WHICH WE FAILED TO TIMELY PAY, 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 INSTRUCTION.

WE MAY PAY SUCH INTEREST EITHER TO YOU OR THE INTENDED RECIPIENT OF THE PAYMENT OR TRANSFER, BUT IN NO EVENT WILL WE BE LIABLE TO BOTH PARTIES, AND OUR PAYMENT TO EITHER PARTY WILL FULLY DISCHARGE ANY OBLIGATION TO THE OTHER. IF WE MAKE A PAYMENT IN AN ERRONEOUS AMOUNT WHICH EXCEEDS THE AMOUNT PER YOUR PAYMENT INSTRUCTION, OR IF WE PERMIT AN UNAUTHORIZED PAYMENT 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 WILL BE LIMITED TO A REFUND OF THE AMOUNT ERRONEOUSLY PAID, PLUS INTEREST THEREON FROM THE DATE OF THE PAYMENT TO THE DATE OF THE REFUND, BUT IN NO EVENT TO EXCEED SIXTY (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 NEAREST TO FINANCIAL INSTITUTION NAME] FOR EACH DAY INTEREST IS DUE, COMPUTED ON THE BASIS OF A THREE HUNDRED SIXTY (360) DAY YEAR.

NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST OAKWOOD BANK AND ITS SERVICE PROVIDERS UNDER THIS AGREEMENT. THE TERMS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

(H) Indemnification

Business Customer(s) and its Authorized Users will defend, indemnify and hold harmless Oakwood Bank and its Service Providers against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by Oakwood Bank through the Internet Banking Service, (ii) any breach of the provisions of this Agreement (iii) any request for stop payment; (iv) any dispute between you and any third party in connection with the use of the Internet Banking Service; and (v) any and all actions, suits, proceeding, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive termination of this Agreement.

28. Alterations and Amendments

Unless applicable law requires otherwise, this Agreement may be amended by us from time to time. You agree that all such changes, and any future required disclosures, may be communicated by posting them on the Website or sending them to you via e-mail to your last e-mail address known to us or through our secure e-mail system in internet banking. Your continued use of the service will indicate your agreement to the change. Either you or we may terminate this Agreement at any time without notice to the other. This Agreement will continue to govern matters relating to your Account whether such matters arise.

29. Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, please contact our Internet Banking Department or send us a secure email through the Internet Banking Service.

Any transactions that have already been approved and processing has begun prior to the requested cancellation date will be completed by the Service. Scheduled or pending bill payments and transfers, including automatic payments, will not be processed once the Internet Banking Service is cancelled. You will remain responsible for any fees associated with the I Service prior to the effective cancellation date.

We may terminate or suspend the Internet Banking Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be cancelled in whole or part without prior notice due to insufficient funds in one of your Eligible Account(s) or any other circumstances in our sole discretion.

If your account(s) is closed or restricted for any reason, or if there has not been any Internet Banking or bill payment activity for a period of 6 consecutive months, accessibility may be terminated.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Internet Banking Department.

30. Exclusions of Warranties and Limitation of Damages

THE INTERNET BANKING SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE INTERNET BANKING SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE INTERNET BANKING SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

WE ARE NOT RESPONSIBLE FOR AND YOU AGREE TO HOLD US HARMLESS FROM ANY DAMAGES, LOSSES, COSTS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF OR IN CONNECTION WITH ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE, OR YOUR FAILURE TO OBTAIN ADEQUATE ONLINE SECURITY HARDWARE AND SOFTWARE, NOR WILL WE BE RESPONSIBLE FOR ANY COMPUTER VIRUSES THAT AFFECTS YOUR COMPUTER OR SOFTWARE WHILE USING THE INTERNET BANKING SERVICE. IN ADDITION, WE WILL NOT BE RESPONSIBLE FOR ANY THIRD PARTY ACCESS OR ATTEMPTED ACCESS TO YOUR COMPUTER OR SOFTWARE WHILE USING THE INTERNET BANKING SERVICE OR OUR WEBSITE.

WE ARE NOT RESPONSIBLE AND YOU AGREE TO HOLD US HARMLESS FOR SECURITY BREACHES CAUSED BY OR ARISING FROM A BREACH OF YOUR COMPUTER SYSTEM, INTERNET PROVIDER OR YOUR MOBILE DEVICE CARRIER.

THE FOREGOING SHALL CONSTITUTE OAKWOOD BANK ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL OAKWOOD BANK OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE INTERNET BANKING SERVICE.

31. No Unlawful or Prohibited Use

As a condition of using the Internet Banking Service, you represent and warrant to us that you will not use Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation.

You further warrant and represent that you will not use the Internet Banking Service in any manner that could damage, disable, overburden, or impair the service or interfere with any other party's use and enjoyment of the service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

32. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

33. No Waiver

This Financial Institution and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

34. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

35. Disputes

In the event of a dispute regarding the Internet Banking Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of this financial institution and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

36. Waiver of Trial by Jury

The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. This provision is a material inducement for the parties entering this Agreement.

37. Ownership of Material

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by Oakwood Bank. and/or is Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Internet Banking Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

38. Governing Law and Relation to Other Agreements

Accounts and services provided by this Financial Institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Texas without regard to its conflicts of law's provisions.

Revised October 2017
