



E-BANKING AGREEMENT

Table of Contents

Online Banking.....pg.1
Bill Pay.....pg.7
Mobile Banking.....pg.13

The first time you access your accounts through Online Banking, you agree to be bound by the terms and conditions of this Electronic Banking Agreement ("Agreement") and acknowledge its receipt and your understanding of its terms.

Introduction This Agreement explains the terms and conditions for accessing accounts and conducting transactions at **R Bank** ("the Bank", "we", "us" and "our") via our on-line site(s) ("Online Banking"). As used in this Agreement, the terms "you" and "your" refer to each person signing an Online Banking Application.

Furthermore, this Agreement explains the terms and conditions for accessing accounts and conducting transactions at R Bank via mobile banking. Mobile Banking includes:

- Mobile Apps in both Apple and Android markets
- Mobile Web Browser
- Text Banking

Benefits of Online Banking Through Online Banking, you can manage eligible accounts from your home or office on a personal computer. Online Banking can be used to conduct any of the following on-line services:

- Obtain balances and transaction histories on all eligible accounts enrolled in Online Banking (All account balances and transaction histories reflect activity through the close of the previous banking day);
- Transfer money between eligible accounts (The number of transfers you can make from an account is limited as described in the applicable account agreement. In addition, if a hold is placed on any funds deposited in an eligible account, you may not transfer the portion of funds being held until that hold expires);
- Transfer money to pay the Bank for overdraft protection, consumer loans, home equity loans, or certain other eligible loans;
- Pay bills to any merchant, financial Bank or an individual with a U.S. address.

The Bank may, from time to time, introduce new Online Banking services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

Security & Protecting Your Account We are strongly committed to protecting the security and confidentiality of our customer account information. We use several techniques to help secure our Online Banking service, including the following:

- You can only access the Bank with certain browsers that have a high security standard.
- Your account numbers are never displayed in full - only the last 4 digits can be viewed.
- You must have a valid Online Banking User ID and password to logon.
- If no action is taken for 5 minutes, you will be automatically logged off the Online Banking service.

Requirements To access Online Banking you must have Windows: Internet Explorer 8 or higher, Mozilla Firefox 4 or higher, Google Chrome, and Safari 5 (Mac Only), and 128 bit data encryption.

In addition to compatible software, you must have an Online Banking User ID, a password and maintain one or more of the following eligible types of accounts at the Bank:

- Checking
- Savings
- Money Market

Password Your password will give you access to Bank accounts via Online Banking. The Bank is entitled to act on any instructions it receives using your password. For security purposes, it is recommended that you memorize your password and do not write it down. We also recommend that you change your password regularly to try and avoid misappropriation by a third party. Your password can be changed at our Online Banking site. You are responsible for keeping your password and account data confidential. When you give someone your password, you are authorizing that person to use Online Banking and the services provided therein. You are responsible for all transactions performed using your password, even if you did not intend or authorize them. In addition, fraudulent transactions initiated using your password will be charged against your account(s).

Accessibility You can usually access Online Banking seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of Online Banking or Online Banking Services may not be available due to system maintenance or reasons beyond the Bank's control. The Bank does not warrant that Online Banking or Online Banking Services will be available at all times. When unavailable, you may use an automated teller machine ("ATM") or call our office to conduct your transactions. An Online Banking Service transaction initiated prior to 6 PM (CST Time) on a banking day is posted to your account the same day. All transfers completed after 6 PM (CST Time), or on a non-banking day, will be posted the following banking day.

Fees and Charges There is currently no charge for the use of the Online Banking described in this Agreement.

Restrictions You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using the Online Banking or Online Banking Services. You may not gain, or attempt to gain, access to any Online Banking and/or on-line financial service server, network or data not specifically permitted to you by the Bank or its suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with the Bank or its suppliers.

Accessing the Service When you complete your Online Banking enrollment form, you will be given an opportunity to request a User I.D. and Password. You will use the User ID and password to access both the Online Banking product and the Bill Pay product.

Each time you access the Service, you will be asked to enter your User ID and Password. The correct responses will give you access to the Service.

Liability You are solely responsible for controlling the safekeeping of and access to, your password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Bank and arrange to change your password. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. The Bank is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. The Bank is not liable for any failure to make a Bill Payment if you fail to promptly notify the Bank after you learn that you have not received credit from a Merchant for a Bill Payment. The Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Bank's agent. In any event, the Bank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Bank has knowledge of the possibility of them. The Bank is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Bank's reasonable control.

Amendment and Termination The Bank reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When termination occurs or when changes are made, we will notify you by: 1) electronic mail; 2) physical mail at the address shown in our records; and/or 3) update of our website. We may also give notice of changes or termination in any other manner permitted by law.

You may terminate this Agreement by written notice to the Bank. The Bank is not responsible for any fixed payment made before the Bank has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Bank on your behalf.

The Bank reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Unauthorized Transactions You should notify us immediately if you believe anyone has improperly obtained your password or if you suspect any fraudulent activity in your account(s). If your password has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than \$50. If you do not tell us within the two (2) business day period, you could lose as much as \$500 if we could have stopped the use of your accounts had we received notice in a timely manner. You should contact us, or the bill payment provider, as applicable, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days). If you fail to notify us within the sixty (60) day period, you may not recover any of the money you lost if we can establish that the loss could have been avoided had

you notified us on time. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

When you report a problem or discrepancy, please: (i) tell us your name and account number; (ii) describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need; (iii) tell us the dollar amount of any suspected error; and (iv) for a bill payment, tell us the number of the account used to pay the bill, the applicable payee name and account number, the date the payment was sent, the payment amount and the payment reference number. Generally speaking, we will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, after we hear from you. However, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. In this case, we may provisionally credit your account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within ten (10) business days of a request from us to do so, we reserve the right to not credit your account. If we confirm an error, we will correct your account record within ten (10) business days, or twenty (20) business days in the case of point of sale or international transaction. If we determine that there was no error, we will send you a written explanation within three (3) business days after we conclude our investigation and will debit any interim amounts credited to your account. You may request copies of any documents that we use in our investigation.

Electronic Mail (E-mail) Sending E-mail is a very good way to communicate with the Bank regarding your accounts or the Online Banking Service. However, your e-mail is actually sent via your own software and, as a result, is not secure. Because of this, **you should not include confidential information, such as account numbers and balances in any e-mail to Bank. You cannot use e-mail to initiate Online Banking Financial Service transactions. All such transactions must be initiated using the appropriate functions within the Online Banking site. The Bank will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.**

E-Mail Statements System Requirements

- Personal computer with Windows XP or higher operating system
- Internet browser with 128-bit encryption
- Adobe Reader X (10.1.4) or higher
- Online Banking access

E-Statement Customer Agreement In consideration of the Online Banking services (Services) to be provided by R Bank, Customer agrees as follows:

By agreeing to the terms and conditions you authorize R Bank to send notice of regular periodic account statement(s) to Customer or their agent, in lieu of a paper copy, in electronic format for all accounts designated in this agreement to be viewed through Online Banking, R Bank's online banking service. By utilizing the services, Customer agrees to be bound to all rules and regulations applicable to Customer's deposit account and any other contract for services at R Bank as established and amended by R Bank.

Customer understands their right to revoke this agreement and thereby withdraw consent to communicate with R Bank electronically. There are no fees associated with rescinding this agreement. In order to

withdraw consent and terminate this agreement, Customer must notify R Bank in writing, 30 days in advance, of this decision delivered to the R Bank at the following address:

R BANK
Attn: Operations Dept.
1900 Round Rock Avenue
Round Rock, TX 78681

Customer understands that Customer has a right to obtain a paper copy of the above-described E-Statements. To obtain a paper copy, Customer must make a specific request to R Bank at the above address. In some cases, research fees specified in R Bank's Schedule of Fees and Charges may apply to Customer's request pursuant to this paragraph. Customer agrees to notify R Bank immediately if Customer is unable to access any of the information that has been delivered by R Bank in an electronic form or manner. Customer agrees to provide R Bank with signed, written notice if Customer's electronic e-mail address changes.

R Bank shall not be responsible or liable for:

- Consequential or incidental damages for negligent performance by R Bank of its Online Banking services.
- Damages arising from unauthorized access to E-Statement Services.
- Any costs associated with updating, modifying or terminating Customer's software or hardware.

Disclosure of Information Information submitted to the Bank or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by the Bank or prohibited by law.

Links to other Sites Information that the Bank publishes on the World Wide Web may contain links to other sites and third parties may establish links to the Bank's site. The Bank makes no representations about any other web site that you may access to, from or through this site. Unless expressly stated in writing, the Bank does not endorse the products or services offered by any company or person linked to this site nor is the Bank responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

Virus Protection The Bank is not responsible for any electronic virus that you may encounter using the Online Banking Services. We encourage you to routinely scan your computer and diskettes using reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

Damages and Warranties In addition to the terms previously disclosed, the Bank is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Online Banking or the use of the Online Banking Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by the Bank or one of its suppliers. In addition, the Bank disclaims any responsibility for any electronic virus(es) Customer may encounter after installation of such software or use of Online Banking or the Online Banking Services.

Without limiting the foregoing, neither the Bank nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. The Bank and its suppliers provide Online Banking and the Online Banking Services from their own sites and they make no representation or warranty that any information, material or functions included in Online Banking or the Online Banking Services are appropriate for use by you in your jurisdiction. If you choose to use Online Banking and/or the Online Banking Services, you do so based on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither the Bank nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking, the Online Banking Services, or contained in any third party sites linked to or from the Bank's web site.

THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ONLINE BANKING, ONLINE BANKING SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. THE BANK DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

Indemnification Customer shall indemnify, defend and hold harmless the Bank and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with applicable law; or (iii) Customer's failure to comply with the terms of this Agreement.

Additional Remedies Due to the likelihood of irreparable injury, the Bank shall be entitled to an injunction prohibiting any breach of this Agreement by Customer.

Applicable Rules, Laws, and Regulations You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Texas., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Williamson County, Texas. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

Assignment The Bank may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

Integration This Agreement constitutes the entire understanding of the parties with respect to the banking services to be provided by the Bank, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to and does not alter the terms of, any other agreements between you and the Bank.

Severability If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Bank, this Agreement will control.

Waiver The Bank shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by the Bank of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

Force Majeure Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

BY FURTHER USE OF ONLINE BANKING OR ANY ADDITIONAL ONLINE BANKING SERVICE PROVIDED BY THE BANK, I AGREE THAT I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS.

TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE

SERVICE DEFINITIONS

"Service" means the Bill Payment Service offered by R Bank, through CheckFree Services Corporation.

"Agreement" means these Terms and Conditions of the bill payment service.

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

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

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

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

PAYMENT SCHEDULING Transactions begin processing four (4) Business Days prior to your Scheduled Payment Date. Therefore, the application will not permit you to select a Scheduled Payment Date less than four (4) Business Days from the current date. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

THE SERVICE GUARANTEE Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

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 the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

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

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

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

PAYMENT METHODS The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

PAYMENT CANCELLATION REQUESTS You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

STOP PAYMENT REQUESTS The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

PROHIBITED PAYMENTS Payments to Payees outside of the United States or its territories are prohibited through the Service.

EXCEPTION PAYMENTS Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

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

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

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

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

Cancellation of electronic bill notification - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic 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. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive 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.

EXCLUSIONS OF WARRANTIES THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" 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.

PASSWORD AND SECURITY You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 866-686-8408 during customer service hours.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

ERRORS AND QUESTIONS In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 866-686-8408 during customer service hours;
2. Contact us by using the application's e-messaging feature; and/or,
3. Write us at:

R Bank
1900 Round Rock Avenue
Round Rock, Texas 78681

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

SERVICE FEES AND ADDITIONAL CHARGES Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

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

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

2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

ALTERATIONS AND AMENDMENTS This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

ADDRESS OR BANKING CHANGES It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 866-686-8408 during customer service hours; and/or
2. Write us at:

R Bank
1900 Round Rock Avenue
Round Rock, TX 78681

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

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

RETURNED PAYMENTS In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service 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. The Service will use its best efforts to research and correct the

returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.

INFORMATION AUTHORIZATION Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

DISPUTES In the event of a dispute regarding the Service, you and the Service 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 the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

ASSIGNMENT You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service 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.

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.

GOVERNING LAW This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions.

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

MOBILE BANKING AGREEMENT

1. Defining Terms and Scope of Agreement. This Agreement governs use of the Bank's Mobile Banking Services (the "Services"). In this Agreement, the words "you" and "your" mean each person who is an Account owner or is authorized by an Account owner to use the Services or to transact on the accessed deposit or loan Account. "We," "our," "us," and "Bank" mean the bank named above. By enrolling in, requesting, using, or authorizing any other person to use the Services, you agree to the terms of this Agreement, which we may amend from time to time. You also authorize the Bank to make Account transfers, bill payments, and perform any other additional transactions via

the Services as we may offer and you may request from time to time. This Agreement and any additional terms and conditions we may provide to you in connection with the Services supplement and are a part of your Online Banking Agreement with us. Your relationship and Account Agreement with us also continues to govern your R Bank relationship and deposit accounts, and this Agreement does not modify any other agreements you have with us except as provided herein. In the event the terms of this Agreement or any additional terms for the Services conflict with any other agreement you have with us, the terms of this Agreement and any additional terms for the Services will control unless the terms of the other agreement expressly supersede this Agreement.

2. Description of the Services. The Services allow you to access your R Bank Accounts with your mobile device to (i) perform fund transfers between your Accounts, (ii) manage and schedule bill payments with payees you have pre-established through the Home Banking service, and (iii) perform certain transaction inquiries and Account transactions. Bill payment services are subject to the bill payment agreement(s) we have with you. We reserve the right to limit the Services in any manner or refuse any transaction at any time without notice to you.

3. Access to the Services. The Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for brief periods each week for system maintenance and other necessary downtime. We will attempt to limit interruptions to the Services, but we are not responsible for failure to provide the Services due to system maintenance, other necessary downtime, or any unforeseen acts or circumstances outside of our control.

4. Using the Services. You represent that you are an Account owner or an authorized user on any Account you access. You agree to follow any instructions we provide in connection with your use of the Services. You are responsible for the proper operation of your mobile device and any Internet or cellular data service used to access the Services. All communications sent to us through the Services are our property. We are not responsible for any charges, expenses, or costs you may incur as a result of use or misuse of your mobile device or any Internet or cellular data service. If you should experience an interruption while conducting a transaction using the Services, you should immediately logout of the Services and login again to verify if your transaction has been completed. If you cannot login to the Services, you agree to contact the Bank promptly to determine if the transaction has been completed. In order to avoid duplicate transactions, you agree not to re-request a transaction performed during an interrupted session. If you conduct a duplicate transaction payable to a third party, we will not be responsible if the third-party refuses to refund the duplicate transaction amount.

Government regulations restrict the number of automatic and preauthorized transfers from your Money Market Accounts to no more than an aggregate of six per month per Account. Automatic overdraft protection transfers made from your Money Market Accounts to cover transactions made from your Checking Account are included when counting the permissible number of monthly transfers. We may refuse to complete a transfer or we may suspend your access to the Services and other electronic fund transfer services if you exceed these limitations.

5. Compliance with Law. You may not use the Services in any way that violates applicable law. You may not use the Services from any location where the content provided by the Services or use of the Services is illegal, and you assume all responsibility and risk of loss if you do so.

6. System Requirements. To use the Services, you must be enrolled in the Home Banking service and download our Mobile Banking App through an approved application provider such as the Apple[®] App Store or Android[®] Market. There is no charge for the Mobile Banking App, but you may

incur Internet or data charges when downloading the App. You are responsible for acquisition and maintenance of a mobile device capable of accessing the Services. You must have access to Internet service and/or a wireless service plan to access the Services, and you are responsible for all costs, fees, and expenses related to your mobile device and access service plans, including without limitation, data and text messaging charges and fees. The Services may not be available through some networks or in some locations. We are not responsible for any problems or failures related to your mobile device, Internet or cellular service provider, or any other service provider that may affect your access to the Services.

7. Safeguarding Your User ID. You will access your Accounts via the Services by using your Internet Banking User ID ("ID") and Password. We reserve the right to require additional login procedures in order to authenticate the user. You agree to keep your ID secure by memorizing it or keeping it in a safe place, not disclosing it to any third party other than those to whom you provide your express authorization, and you will not record or display the ID in such a manner that it will be accessible by unauthorized third parties. You agree not to leave your mobile device unattended while logged into the Services, and you will promptly log off each time you finish using the Services. **You understand that any person having access to your ID and Password will be able to access the Services and perform all transactions, including reviewing Account information and making transfers to other Accounts and persons.** You agree that use of your ID by you, any other applicant, any party to any of your Accounts that may be accessed by the ID, anyone you permit or authorize to use your ID, and anyone to whom you disclose your ID or give access to your ID is deemed an authorized use for which you will be liable. If you authorize another person to use your ID in any manner, your authorization is considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization. You are responsible for any transactions made by any such person until you notify us in writing that transfers by that person are no longer authorized and we have had a reasonable opportunity to act upon your notification.

You are responsible for reporting the loss, theft, or compromise of your ID to us as soon as possible after you learn of it or suspect that unauthorized use has or may occur. For your security, we may restrict access to the Services without notice if we suspect fraudulent activity.

8. Internet and Wireless Security. You understand that wireless communications may not be encrypted and that there are risks in accessing the Services with your mobile device. Subject to applicable law, you expressly agree to assume all such risks. Accordingly, you agree to exercise precautions to safeguard your mobile device, your identity, your Accounts, and your Account information. You agree never to provide your personal information or Account information to any person or through any wireless network you do not know or whose identity you cannot verify. If you do, you assume all risks, subject to applicable law. We will never contact you by telephone, text messaging, email, or otherwise and ask you to provide us your personal or Account information, including your Social Security number, user name, User ID, and Account numbers. You agree not to disclose your personal and Account information to unknown persons through these mediums for any reason. You agree to remain vigilant for phishing and other fraudulent scams and notify us promptly if you become aware of or suspect fraudulent activity involving your identity, your Accounts, or the Bank. You agree to notify us immediately if your mobile device is lost, stolen, or destroyed or if you change your telephone number, email address, or other contact information. You understand that, if your mobile device is lost or stolen, you may not receive important messages that we have sent to you. We are not responsible for messages not received from us and any associated messaging fees. If you fail to exercise reasonable care to protect your identity and safeguard your mobile device and Accounts, we will not be liable, subject to applicable law.

9. No Warranty. THE MOBILE BANKING SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER THE BANK NOR ANY OF ITS SERVICE PROVIDERS MAKES ANY WARRANTY ON ANY EQUIPMENT, HARDWARE, SOFTWARE, OR THE SERVICES, OR WITH RESPECT TO YOUR INTERNET OR CELLULAR SERVICE PROVIDER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR PERFORMANCE UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY APPLICABLE LAW.

10. Limitation of Liability. WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT, YOUR SOFTWARE, OR ANY TECHNICAL OR EDITORIAL ERRORS OR OMISSIONS IN ANY MATERIAL PROVIDED TO YOU IN CONNECTION WITH THE SERVICES. IF WE DO NOT COMPLETE A TRANSFER YOU HAVE REQUESTED, WE MAY BE LIABLE TO YOU, BUT ONLY FOR YOUR ACTUAL LOSSES AND DAMAGES UP TO THE AMOUNT OF THE TRANSFER. WE WILL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING IN ANY WAY OUT OF THE USE OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE, OR THE SERVICES. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

IN NO EVENT WILL WE BE LIABLE:

- If, through no fault of ours, you do not have adequate funds in your Account to complete a transaction or your Account is closed.
- If you have not properly followed any applicable mobile device, Internet or cellular data access, or user instructions.
- If your mobile device fails or malfunctions or the Services were not properly working and such problem should have been apparent when you attempted the transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, organized labor strikes, equipment or power failure) prevent us from making the transaction.
- If the funds in your Account are subject to an administrative hold, legal process, or other claim.
- If you have not given us complete, correct, and current instructions so that we can process the transfer.
- If the error was caused by a system beyond our control, such as that of your Internet or cellular data access provider.
- If you do not authorize a transfer soon enough for your transfer to be made.
- If you have closed the Account to or from which the transfer was to be made.
- We may establish other exceptions from time to time.

11. Indemnification. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD THE BANK, ITS SERVICE PROVIDERS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ALL COSTS, CLAIMS, DAMAGES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY’S FEES) ARISING OUT OF OR RELATED TO YOUR ACCESS TO OR USE OF THE SERVICES OR IF YOU VIOLATE THIS AGREEMENT.

12. Additional Services. We may introduce new services or enhance the existing Services from time to time. We will notify you when these new or enhanced services are available. By using new services when they become available, you acknowledge and agree that those services are governed by this Agreement and any additional terms we may provide to you.

13. Overdrafts and Non-Sufficient Funds. You agree that your use of the Services shall be subject to our overdraft policies and the overdraft provisions set forth in the Deposit and Account Agreement. If there are insufficient funds available in your Account or from any other form of overdraft protection, we may not process a transaction you have requested. In such event, you understand and agree that you will be responsible for making alternate arrangements for the transaction. We are under no obligation to process a transaction for which sufficient funds are not available, and we are not required to notify you in such event. In the event we do decide to process a transaction for which sufficient funds are not available, we will charge the total cost of the transaction to you, including any overdraft fees or service charges.

14. Stop Payment. You acknowledge and agree that you may not stop payment of Account transfers initiated through your use of the Services, except that you may cancel bill payment transactions if you complete the cancellation before the cutoff time we have specified in our bill payment agreement with you.

15. Amendments. We may add to, change, or delete the terms of this Agreement at any time subject to such notice as may be required by applicable law. Your use of the Services following receipt of any such notice constitutes your acceptance of any such change. Use of the Services is subject to our policies, procedures, and existing regulations governing your Accounts and to any future changes to those policies, procedures, and regulations.

16. Termination of the Services. We may terminate this Agreement and your use of the Services, in whole or in part, at any time without notice. You or any other party to your Account may terminate the Services at any time by notifying us in writing or following any other termination instructions we may provide. Termination will be effective after we have received and have had a reasonable time to act on your notification. Termination by you only applies to the Mobile Banking Services and does not terminate your other relationships with us. When you terminate the Services, any scheduled and unprocessed bill payments will not be canceled. If you wish to cancel scheduled bill payments, you must access the bill payment service through the Internet Banking program.

17. Enforcement and Governing Law. To the extent not preempted by applicable federal law, this Agreement is governed by and shall be construed in accordance with the laws of the State of Texas, and it is deemed executed in Williamson County, Texas. You agree that if there is any inconsistency between this Agreement and any applicable law, regulation, or rule, the terms of this Agreement shall prevail to the extent that any such law, regulation, or rule may be modified by agreement between us.

18. Fees. Use of the Services is subject to applicable fees as set forth in our Truth-in-Savings Fee Schedule and other agreements we have with you. You are also responsible for any fees charged to us by third parties in connection with your use of the Services. We may charge any Account on which you are an owner for all such fees without advance notice to you.

19. Contact in Event of Unauthorized Transfer. If you believe your ID has been lost, stolen, compromised, or that someone has transferred or may transfer money from your Account without your permission, call or write to us at:

**R Bank
1900 Round Rock Ave.
Round Rock, TX 78681
512-600-8100**

Telephoning us as soon as possible is the best way of keeping your possible losses down.

20. Unauthorized Transactions

You should notify us immediately if you believe anyone has improperly obtained your password or if you suspect any fraudulent activity in your account(s). If your password has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than \$50. If you do not tell us within the two (2) business day period, you could lose as much as \$500 if we could have stopped the use of your accounts had we received notice in a timely manner. You should contact us, or the bill payment provider, as applicable, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days). If you fail to notify us within the sixty (60) day period, you may not recover any of the money you lost if we can establish that the loss could have been avoided had you notified us on time. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

When you report a problem or discrepancy, please: (i) tell us your name and account number; (ii) describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need; (iii) tell us the dollar amount of any suspected error; and (iv) for a bill payment, tell us the number of the account used to pay the bill, the applicable payee name and account number, the date the payment was sent, the payment amount and the payment reference number. Generally speaking, we will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, after we hear from you. However, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. In this case, we may provisionally credit your account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within ten (10) business days of a request from us to do so, we reserve the right to not credit your account. If we confirm an error, we will correct your account record within ten (10) business days, or twenty (20) business days in the case of point of sale or international transaction. If we determine that there was no error, we will send you a written explanation within three (3) business days after we conclude our investigation and will debit any interim amounts credited to your account. You may request copies of any documents that we use in our investigation.

ERRORS AND QUESTIONS

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

1. Telephone us at 512-600-8100 during customer service hours;
2. Contact us by using the application's e-messaging feature; and/or
3. Write us at:

R Bank
1900 Round Rock Avenue
Round Rock, Texas 78681

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

21. Business Days. Our business days are Monday through Friday excluding federal holidays.

22. Documentation. All withdrawal and transfer transactions made using the Services will be listed on your monthly Account statement that you receive from us. You may also access your transaction history through the Home Banking service. If you do not receive a monthly Account statement from us, we will send you a statement at least quarterly.

23. Confidentiality. We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.