

# Business Online Agreement

This Business Online Agreement is made by and between Customer and Rio Bank, a Texas Banking Corporation ("Bank") having an address of 1655 N. 23<sup>rd</sup> Street, McAllen, Texas 78501.

## AGREEMENT

WHEREAS, the Bank desires to provide Customer on-line computer access to certain financial information maintained on Customer's accounts at the Bank and to furnish Customer certain financial services with respect to those accounts; and

WHEREAS, the Customer desires and hereby requests that the Bank furnish such on-line computer access, financial information and financial services, and Customer agrees to pay for such access and services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. INFORMATION, SERVICES AND SECURITY ACCESS:

(a) The Bank agrees: (i) to furnish Customer on-line computer access to financial information concerning Customer's accounts maintained on Bank's computer system; and (ii) to provide Customer the "Premier eCorp" financial services listed on Exhibit "A" annexed hereto and made a part hereof for all purposes; collectively, hereinafter the "SYSTEM".

(b) The Customer agrees that the SYSTEM is contingent on the Customer supplying Bank, in advance, all information and data required by the Bank in order for Bank to establish a Customer master file for the SYSTEM. Such information and data for Customer's master file shall relate and apply to Customer's accounts listed on Exhibit "A" hereto.

(c) Bank will provide user identification codes and passwords for each [person authorized to access and use the SYSTEM ("Security Codes") on Customer's behalf. Customer is solely responsible for assigning the Security Codes and for safeguarding the disclosure of all Security Codes assigned to its officers, agents and employees. Customer is recommended to change passwords at initiation of SYSTEM and at a periodic basis after.

2. OPERATION OF SYSTEM AND FEES FOR SERVICES:

(a) The Bank and the Customer agree that the ability of the Bank to provide the Customer with the SYSTEM is conditioned upon the continued operation and availability of equipment and services, including computers and software programming, provided, in part, to the Bank by a third party. In the event that the relationship between the Bank and the third party is suspended, interrupted or terminated or the Bank determines, in its sole discretion, that it is unable for any reason to continue to provide Customer the SYSTEM, the Bank shall have the right to immediately terminate and cancel this Agreement without notice to the Customer.

(b) The Bank and the Customer agree that during the term of this Agreement: (i) the Bank shall furnish Customer reasonable access to the SYSTEM during the hours and days for the week selected by Bank; (ii) that the SYSTEM is for Customer's sole internal use and benefit and is limited to Customer's authorized accounts; (iii) the Customer shall be solely obligated and responsible for providing complete and accurate information to the Bank with respect to its accounts and the SYSTEM; (iv) the Bank may rely upon the completeness and accuracy of any information furnished by Customer; and (v) the Bank shall not be liable for any inaccurate, incomplete, outdated, obsolete or erroneous information, data or instruction supplied to Bank by the Customer, or for any act or failure to act on the part of the Customer or any third party, including any act or failure to act by such parties which would constitute or be deemed to be negligence with respect to either the provision of access and/or services available through the SYSTEM or any other matters contemplated by this Agreement.

(c) The Bank, in its sole discretion, shall have the right, from time to time, to make alterations, changes, modifications or adjustments to the SYSTEM, limit or restrict access and/or use for the SYSTEM, and/or amend this Agreement.

(d) The Customer hereby acknowledges receipt of all price account terms, conditions, disclosures, price lists and schedules setting forth as of the date of such documentation, the various fees and charges for the SYSTEM available to Customer. Any additional fees or charges for expanded services or new features shall be effective when the same are introduced and made available to customers generally.

(e) The Bank and Customer agree that the Bank shall have the right to periodically review the costs and expenses incurred in connection with the provision of access and services available on the SYSTEM, and following prior written notice to the Customer, to effect fee and price changes, as the same are set forth in a revised schedule of fees and charges for access and services available through the SYSTEM.

(f) Any amendments to this Agreement, and any changes in the fees and expenses imposed on Customer for the SYSTEM, shall become effective on the date stated in the Bank's notice to the Company.

(g) The Customer will cooperate fully with the Bank in the resolution of any problems, disputes or difficulties, technical or otherwise, encountered by the Bank in the performance of its duties pursuant to this Agreement.

3. TERM OF AGREEMENT:

This Agreement shall be effective from and after the date first above written on a month to month basis, and this Agreement shall remain in full force and effect until terminated as provided herein.

4. CUSTOMER INSTRUCTIONS:

Bank shall be entitled to rely on any written notice, on-line instruction communicated to Bank following any access to the SYSTEM using Customer's Security Codes, or other communication received by Bank believed by it in good faith to genuine and to have been signed, initiated or authorized by Customer.

5. EQUIPMENT:

The Bank and the Customer agree that the Customer shall obtain, at its sole cost and expense, all necessary equipment devices or software. All Customer equipment and software must meet Bank specifications.

6. ELECTRONIC TRANSFER OF FUNDS:

(a) In the event Customer desires and requests the use of the SYSTEM to accomplish electronic transfers of funds between Customer's accounts at Bank, or between Customer's accounts at bank and an account or accounts at another financial institution, the Bank, in effecting such action, shall be entitled to rely upon the authorizations and instructions of the Customer. Customer shall specify the accounts to be affected by such transfers, as well as the amount and timing of all electronic transfer of funds (All transfers are subject to the 6:00 P.M. cutoff).

(b) Customer agrees to comply with all requirements of Bank then in effect with respect to Customer initiated electronic transfer of funds requests. Customer understands and agrees that Bank will not accept an electronic transfer of funds request initiated by Customer on the SYSTEM unless Customer provides Bank all information required by Bank to process such electronic transfer of funds request.

(c) Prior to using electronic transfer of funds services on the SYSTEM for the first time, the Customer agrees to provide to the Bank, in writing, a list of all officers or duly authorized agents or employees authorized to initiate electronic transfer of funds requests on behalf of the Customer. The Bank shall have the right to rely upon such written authorizations for all transfer authorizations and instructions it thereafter receives from the Customer.

(d) The Bank may, but it is not required to honor, an electronic transfer of funds request if there are not sufficient collected funds in the account at the time of the request.

(e) Customer expressly understands and agrees that all electronic transfer of funds requests processed by Bank after such requests have been initiated via any of Company's then authorized Security Codes shall be conclusively presumed to be withdrawals or transfers authorized by the Company.

(f) The authorizations and written instructions of the Customer described in this Section pertaining to the transfer of funds shall not be altered, modified, changed or amended, except by prior written notice to the Bank, signed by the Customer. Upon

receipt of such written notice from the Customer, the Bank shall have seven (7) days from and after receipt of notice to effect such changes or modifications and during such period the Bank shall have the continuing right to rely upon all written authorizations or instructions previously delivered by the Customer prior to the effective date of such changes or modifications.

7. STOP PAYMENTS:

(a) In the event Customer desires and requests the use of "stop payment" services on the SYSTEM for or more items, Customer agrees to comply with all requirements of Bank then in effect with respect to Customer stop payment requests. Customer understand and agrees that bank will not accept a stop payment request initiated by Customer on the SYSTEM unless Customer provides Bank all information required by Bank to process such stop payment request.

(b) Prior to using stop payment services on the SYSTEM for the first time, the Customer agrees to provide to the Bank, in writing a list of all officers or duly authorized agents or employees authorized to initiate stop payment requests on behalf of the Customer. The Bank shall have the right to rely upon such written authorizations for all stop payment authorizations and instructions it thereafter receives from the Customer.

(c) The authorizations and written instructions of the Customer described in this Section pertaining to stop payment requests shall not be altered, modified, changed or amended, except by proper written notice to the Bank, signed by the Customer. Upon receipt of such written notice from the Customer, the Bank shall have seven (7) days from and after receipt of notice to effect such changes or modifications and during such period the Bank shall have the continuing right to rely upon all written authorizations or instructions previously delivered by the Customer prior to the effective date for such changes or modifications.

(d) Customer agrees that Bank is not responsible for processing stop payment requests initiated by Customer through the SYSTEM until such requests have been on the SYSTEM for 24 hours.

(e) Stop payment request remain effective for six (6) months from the date the request is entered on the SYSTEM unless revoked or released by Customer prior to that time.

(f) Customer agrees to hold the Bank harmless from all expenses, costs, and attorney's fees incurred by Bank as a result of Bank refusing payment of an item pursuant to Customer's instruction to stop payment of the item.

(g) Customer further agrees not to hold the Bank liable for payment contrary to the request, if payment occurs through accident, inadvertence, or otherwise than through lack of good faith or failure to exercise due care on the Bank's part.

(h) Customer agrees that each time it uses the stop payment services available on the SYSTEM Customer is certifying to Bank that the actual item number and the item amount shown in the stop payment request are exactly as stated in such request, and that Customer has reviewed bank statements furnished to Customer since the issue date of the item, as well as current financial information available on the SYSTEM and following such review Customer has verified the item on which a stop payment request is being made has not previously been paid by Bank.

8. PAYMENTS OF FEES AND CHARGES:

(a) Customer is responsible for all access charges and service fees incurred on the SYSTEM initiated using Customer's Security Codes. The Customer agrees to pay to the Bank, when due, all Customer fees and charges related to the SYSTEM.

(b) The Customer agrees to deposit and maintain immediately available collected funds in an account with the Bank included in the SYSTEM sufficient to pay the Bank's fees and charges for the SYSTEM for the prior month and in no event shall such amount be less than an amount equal to the fees and charges for the access and service furnished in the preceding month. The Bank at its option shall have the right to automatically charge the Customer's account each month for the access and services related to the SYSTEM.

(c) Fees and charges not paid when due see schedule of fees.

(d) In the event there are not sufficient available collected funds in any of Customer's accounts authorized for the SYSTEM from which Bank may satisfy Customer's payment obligations under this Agreement, Bank may debit any other account maintained by Customer with Bank or any affiliate of Bank or Bank may set off against any amount it owes to Company, in order for Company to satisfy its payment obligations under this Agreement.

(e) In the event that the Customer fails to maintain on deposit immediately available collected funds sufficient to pay for access and services related to the SYSTEM, the Bank shall have the right to terminate access, services and this Agreement without notice to Customer.

9. CUSTOMER USE OF SYSTEM:

(a) The Customer agrees to use the SYSTEM solely for its own internal use and benefit and not for resale, transfer or other disposition to, or use by, any other person or organization without the prior written consent of the Bank.

(b) In the event that the Customer resells, transfers, conveys or otherwise disposes or permits the use of the SYSTEM by or for the benefit of any other person or organization, the Customer shall indemnify, defend and hold forever harmless the Bank from and against any and all claims, actions, suits, proceedings, losses, liabilities, damages, expenses, attorney's fees and other obligations arising out of or in connection with, directly or indirectly, any act or omission of the transferee which would constitute a default or breach of this Agreement if performed or omitted by the Customer.

(c) The Bank and the Customer agree that the obligations and duties of each party pursuant to this Section shall survive the termination of this Agreement.

#### 10. WARRANTIES AND LIMITATIONS OF LIABILITY

(a) BANK SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND BANK SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE, FRAUD OR WILFUL MISCONDUCT IN PROVIDING THOSE SERVICES. THE BANK AND THE CUSTOMER AGREE THAT THE CUSTOMER'S EXCLUSIVE REMEDY AND THE BANK'S EXCLUSIVE LIABILITY FOR ANY AND ALL CLAIMS, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, WARRANTY OR OTHERWISE SHALL BE AN AGGREGATE AMOUNT EQUAL TO, BUT NOT EXCEEDING, THE LAST SIX (6) MONTHS CHARGES ACTUALLY PAID BY CUSTOMER FOR THE SERVICES USED BY CUSTOMER ON THE SYSTEM IMMEDIATELY PRECEDING THE MONTH IN WHICH THE LOSS, INJURY OR DAMAGE IS ALLEGED TO HAVE OCCURRED, PROVIDED, HOWEVER, THAT IF THIS AGREEMENT HAS NOT BEEN IN EFFECT FOR SIX (6) MONTHS PRECEDING SUCH OCCURRENCE THEN THE ACTUAL LESSER NUMBER OF MONTHS DURING WHICH THIS AGREEMENT HAS BEEN IN EFFECT SHALL BE USED FOR SUCH COMPUTATION.

(b) WHILE BANK BELIEVES THAT THE SYSTEM AND THE INFORMATION CONTAINED THERIN ARE ACCURATE AND CORRECT, BANK DOES NOT WARRANT THE ACCURACY OR THE CORRECTNESS OF THE SYSTEM, ANY SERVICES OR THE INFORMATION CONTAINED THERIN. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

(c) IN NO EVENT SHALL BANK BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING THEREOF, OR THE ACCURACY OR CORRECTNESS OF THE SYSTEM, ANY SERVICES OR THE INFORMATION CONTAINED THEREIN, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

(d) IN NO EVENT SHALL BANK BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO (i) ANY FAILURE OR DELAY OF BANK IN PROVIDING ACCESS TO THE SYSTEM, SERVICES AND/OR INFORMATION CONTAINED THERIN, INCLUDING DAMAGES RELATED TO SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM BANK'S ACTS OR OMISSIONS UNDER THIS AGREEMENT OR (ii) IN THE ACCURACY OR CORRECTNESS OF THE SYSTEM, SERVICES AND/OR THE INFORMATION CONTAINED THEREIN.

(e) THE PARTIES FURTHER AGREE THAT THE BANK SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE SUSTAINED BY REASON OF DELAYS, MISTAKES, OMISSIONS, INTERRUPTIONS, MUTILATIONS, ERRORS OR CESSATION OR THE SERVICES AVAILABLE ON THE SYSTEM, AND SUCH RISK OF LOSS OR DAMAGE ARE EXPRESSLY ASSUMED BY COMPANY.

#### 12. INDEMNITY:

COMPANY HEREBY AGREES TO INDEMNIFY AND TO KEEP AND HOLD BANK HARMLESS FROM ANY AND ALL LOSSES BANK MAY SUFFER IN CONNECTION WITH INSTRUCTIONS AND TRANSFEWS INITIATED BY COMPANY VIA ANY OF CUSTOMER'S SECURITY CODES WHICH INSTRUCTIONS AND TRANSFERS ARE PROCESSED BY BANK, INCLUDING ANY COSTS, EXPENSES, OR ATTORNEY FEES INCURRED IN CONNECTION THEREWITH.

#### 13. TERMINATION:

(a) This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other.

(b) Bank may also terminate this Agreement, without prior notice: (i) upon the happening of events described in Sections 2 and 8 hereof; (ii) in the event that Customer is or becomes bankrupt or unable to pay its debts as they become due; or (iii) upon Bank's determination, in Bank's sole discretion, that Customer has abused its privileges under this Agreement.

(c) Obligations shall survive such effective date, including, without limitation, obligations in connection with any instructions transmitted and accepted by Bank (whether before or after such effective date) and any other obligation designated elsewhere in this Agreement to survive such effective date.

14. ARBITRATION:

(a) Upon the request of any party hereto, whether made before or after the institution of any legal proceeding, any action, dispute, claim or controversy of any kind (e.g., whether in contract or in tort, statutory or common law, legal or equitable, or otherwise), now existing or hereafter arising between the parties (including their respective officers, directors, employees, agents insurers, affiliates, any person in privity with them and any other representative), shall be resolved by binding arbitration in accordance with the terms of this Section. The foregoing matters shall be collectively referred to as "Disputes." Any party hereto may, by summary proceedings, bring an action in court to compel arbitration of any Disputes.

(b) Disputes shall be resolved by binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the terms of this Section, the Commercial Arbitration Rules of the AAA, and, to the maximum extent applicable, the Federal Arbitration Act (Title 9 of the United States Code) and/or the Texas General Arbitration Act (Article 224, et seq, Tex. Rev. Civ. Stat.). In the event of any inconsistency between this Section and such statute and rules, this Section shall control. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction; provided, however, that nothing contained herein shall be deemed to be a waiver by Bank of the protections afforded to it under 12 U.S.C. § 91 or Rio Banking Code art. 342-609.

(c) All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding.

(d) The arbitrators shall resolve all Disputes in accordance with applicable substantive law. Any arbitrator shall be knowledgeable in the subject matter of the Dispute. The arbitrators may grant any remedy or relief that the arbitrators deem just and equitable and within the scope of this Section. The arbitrators may also grant such ancillary relief as is necessary to make effective the award.

(e) Arbitrators shall have the discretion to order a pre-hearing exchange of information by the parties, including, without limitation, production of requested documents, exchange of summaries of testimony of proposed witnesses, and examination by deposition of parties. All time limitations and all issues regarding conformation with discovery requests shall be decided by the arbitrator(s).

(f) Each party agrees to keep all Disputes and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by applicable law or regulation. No party nor any arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of all parties.

15. WAIVER, ASSIGNMENT AND MODIFICATION:

(a) The parties agree that any voluntary waiver of any rights, remedies or duties to perform or forebear from an act hereunder given by either party shall not be, or be deemed to be, or operate as a waiver of any other rights, remedies or subsequent acts or duties to perform pursuant to this Agreement, provided however, that any voluntary waiver of a certain right given at a certain time as the result of a certain default pursuant to this Agreement shall be, and be deemed to be, and absolute waiver of that right.

(b) This Agreement constitutes the agreement of the parties and there are no prior agreements, written or oral, concerning, access and/or services available on the SYSTEM which are not included herein. Customer acknowledges, however, that there are other independent agreements between Customer and Bank concerning each party's rights and obligations with respect to each of the accounts related to this Agreement, including the terms and conditions of Bank's "Depository Agreement and Other Disclosures" document (ie Wire Transfer cutoff time), and such agreements are not affected by this Agreement unless the terms of such agreements directly conflict with the terms of this Agreement, in which event the applicable term of this Agreement will control.

(c) This Agreement shall not be altered, changed, modified or amended and no waiver of any of the provisions hereof shall be valid and binding, except by a writing making reference hereto, signed by a duly authorized representative of the party to be bound by such modification or wavier.

(d) This Agreement shall not be assigned by either party without the prior written consent of the other party.

16. NOTICES:

(a) Any and all notices and demands by any party hereto to the other party, required or desired to be given hereunder, shall be in writing and shall be validly given or made if personally served or if deposited in the United States mail, certified or registered, return receipt requested, postage fully prepaid.

(b) Service of written notice shall be conclusively deemed made three (3) days after the deposit thereof in the United States mail addressed to the party to whom such notice or demand is to be given hereunder, or upon receipt, whichever is sooner.

(c) Any notice or demand to the Bank shall be addressed to the Bank in care of the Chief Operations Officer at 1655 N. 23rd St, P.O. Box 4169, McAllen, Texas 78502 AND TO THE Customer at its address as set forth on the face of this Agreement.

17. DELAYS:

Bank is excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, acts of God, acts of war, or other circumstances beyond bank's control.

18. ATTORNEY'S FEES

Should either party hereto initiate a proceeding to enforce its rights hereunder or in connection herewith, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

19. CONSTRUCTION:

(a) The laws of the State of Texas shall govern the validity, construction, performance and effect of this Agreement.

(b) Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under the laws of the State of Texas, provided, however, in the event that any provision hereof shall be held by a court of competent jurisdiction to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement.

(c) The obligation of the parties are performable in Hidalgo County, Texas.

20. BINDING EFFECT:

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF the parties hereto have duly executed and delivered this Agreement the day and year first above written.

EXHIBIT "A"

PART ONE: Business Online Services

| <u>Service</u>                 | <u>Fees</u>          |
|--------------------------------|----------------------|
| Monthly Service Charge         | No Charge            |
| Account Inquiry                | No Charge            |
| Account Transcript Inquiry     | No Charge            |
| Transaction Inquiry            | No Charge            |
| Transaction Search             | No Charge            |
| Transfer Request               | No Charge            |
| Service Requests               | No Charge            |
| Stop Payment Inquiry           | No Charge            |
| Stop Payment Requests          | See Schedule of Fees |
| Leave a Message for Rio Bank   | No Charge            |
| Review a Message from Rio Bank | No Charge            |
| Monthly Bill Pay               | No Charge            |

\*\*Fees can be charged to account or transferred to account analysis

The Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized representative, and any such communication shall be deemed to have been signed by such person. The Company may add or delete an authorized representative by written notice on Company letterhead to the Financial Institution signed by at least one authorized representatives other than that representative being added or deleted. Along with receipt of such notification, a new copy of Schedule B must be received by the Financial Institution. A requested change will become effective on the second business day following the day of the Financial Institution's receipt of the written notification and revised Schedule B.

### **Rio Bank Alerts Terms and Conditions**

Alerts. Your enrollment in Rio Bank Business Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Rio Bank account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Business Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within Rio Bank Business Online Banking and Alerts menu within Rio Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Rio Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Rio Bank Business Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "STOP" to 96924 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Rio Bank Business Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 96924. In case of questions please contact customer service at

956-631-7890. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** Rio Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Rio Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Rio Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

### **Rio Bank Business Mobile Banking Service Agreement – Terms and Conditions**

This Rio Bank Business Mobile Deposit Service Agreement (this "Agreement") contains the terms and conditions for use of the Mobile Deposit Service (the "Service") that Rio Bank provides to you. Before you can enroll in and have access to the Service, you must be a Business Online Banking user and execute the Rio Bank Business Online Access Agreement Terms and Conditions (the "Business Online Banking Agreement") and the Electronic

Notice Disclosure and Consent, which are both here by incorporated by reference and are made a part of this Agreement. Other agreements you have entered into with the Bank in connection with your Rio Bank accounts and other services, including but not limited to, as applicable, the Personal Deposit Account Agreement (including Arbitration Agreement), Business Deposit Account Agreement, Funds Availability Disclosure, Consumer Privacy Notice, Online Privacy Policy, Fees and Features Guide, and Account Signature Card (collectively, the "Account Agreements") are incorporated by reference and made a part of this Agreement. Terms not otherwise defined in this Agreement shall have the definition ascribed to those terms in the Account Agreements and Business Online Banking Agreement. In the event of a conflict between this Agreement, the Business Online Banking Agreement, and/or the Account Agreement, this Agreement will govern by and interpreted in accordance with the laws of Texas.

The terms "we," "us," "our," and "Bank" refer to Rio Bank. "You" refers to each signer on an account. The term "business day" shall mean every day except Saturdays, Sundays, and federal holidays.

#### **I. ACCEPTANCE OF ADDENDUM.**

##### **A. Accepting this Addendum.**

By clicking "I Agree" when you register for Rio Bank Mobile Banking Services or by using the Mobile Banking Services, you agree to the terms and conditions of this Addendum.

##### **B. Description of Services.**

Mobile Banking is a personal financial information management service that allows you to:

- Access Rio Bank account information such as balances and recent transaction history;
- Transfer funds between your accounts at Rio Bank;
- Set up optional account alerts to be delivered either to your mobile phone using SMS text messaging (standard text rates apply), and/or via email;
- Make other banking transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices.
- Allow you to make mobile deposits (each such deposit a "Mobile Deposit" and collectively "Mobile Deposits") to your checking, savings or money market accounts from home, office, or



other remote locations by using a mobile device with the Bank's downloadable mobile application "Software" to capture images of paper checks and transmitting the images and associated deposit information to the Bank or the Bank's designated processor ("Processor")

We reserve the right to modify the scope of the Mobile Banking Services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.

**C. Use of Services.**

Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before using, and that you always use Mobile Banking in accordance with any online instructions that may be delivered to you. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Mobile Banking software ("Software").

From time to time we may change, upgrade, or add new features to Mobile Banking. In the event of such changes, you are responsible for making sure that you understand how to use the updated or changed version of the Mobile Banking software. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Device.

**D. Limitations of Services.**

When using the Services, you may experience technical or other difficulties. You agree to transport or mail the originals of all checks to the closest Bank location. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

**E. Eligibility**

We will determine whether you are eligible for Services in our sole discretion. We may suspend or terminate your use of the Services at any time and without prior notice to you. If you violate the terms of the Services, then we also may use such actions as a basis to terminate your account relationship with us.

**F. Relationship to Other Agreements**

You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us and our affiliates. You also agree that you will continue to be subject to the Terms and Conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, Alltel, etc.), and that this Addendum does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of Mobile Banking. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

**G. Qualifications.**

- You must meet the following qualifications to use this Service:
- You are currently enrolled in Rio Bank Business Online Banking & Mobile Banking
- You have an eligible personal checking or savings account
- You must be designated as a signer

- All of your accounts with us are in good standing
- You do not have any checking or savings accounts with a negative balance
- You do not have any delinquent loans

#### **H. Fees**

The Service is provided at no charge to you. We may, upon at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for use of the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time. Further, you will be required to designate an account at Rio Bank from which fees for the Service will be debited (your "Billing Account").

Any applicable fees for the Service may be changed by us at our discretion at any time upon at least 30 days prior notice to you, to the extent required by applicable law. If the Billing Account is closed, or if the Billing Account does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.

#### **I. Cut off Times for Deposits.**

Deposits made via Mobile Deposit must be made before 4:30 PM Central Standard Time in order to be considered deposited same day. Deposits made after 4:30 PM Central Standard Time will be considered deposited the next business day. A business day is Monday through Friday, excluding Federal holidays and as otherwise posted in our banking centers.

#### **J. Destruction of Original Check.**

Once you have deposited the check successfully, you should store the check in a secure location for 15 business days. After 15 business days, and after you have confirmed the deposited funds have been applied to your account correctly, you must destroy the check. Shredding it is one way to destroy it. Destroying the check prevents it from being presented for deposit another time. You will be liable for checks that are presented more than once.

#### **K. Deposit Limits.**

Rio Bank reserves the right to impose Mobile Daily Deposit Limit and Mobile Check Deposit Limit that is deposited using Mobile Deposit. These limits may change from time to time without notice to you. If you attempt to make a deposit in excess of these limits, we may reject the deposit. The current daily dollar limit is **\$100,000** per business day per account. There is currently no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded.

#### **L. Eligible items**

You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"), Availability of Funds and Collection of Checks. The check is properly endorsed with Signature, Account #, Name and "For Mobile Deposit Only". The check image must also accurately and legibly provide all information on the front and back of check.

#### **M. Ineligible Items for Mobile Check Deposit**

You agree not to deposit any ineligible items using Mobile Deposit. All checks processed through Mobile Deposit are subject to review and approval. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:

- Checks payable to any person or entity other than the owner(s) of the account into which the check is being deposited.
- Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Traveler's checks or savings bonds
- Checks or items dated more than 6 months prior to the date of deposit.

- Checks or items prohibited by Rio Bank current procedures relating to the Services or which are otherwise not acceptable under the terms of your Rio Bank account.
- Checks payable to two or more persons jointly, not alternatively, unless deposited into an account jointly owned by all payees.

#### **N. Image Quality**

You are responsible for the image quality of any check or item that you transmit. The image of a check or item transmitted to Rio Bank using the Service must be legible. The image quality of the checks and items must comply with the standards established from time to time by any clearing house we use, agreement we have with respect to processing checks or items, or any higher standard set by us. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

#### **O. Receipt of Items**

We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Rio Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. If there is a discrepancy between the entered and confirmed amount and the amount on the scanned image we will credit the account based on the scanned image. Any item will be deemed to have been deposited at the branch where the account is maintained.

#### **P. Security of Your Mobile Device and Account Information.**

You are responsible for: (i) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service (collectively, "Access Information"); and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny you access to the Service (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.

#### **Q. Compatible Hardware and Software.**

In order to use Mobile Deposit, you must use, at your expense, compatible hardware and software. We are not responsible for any third party software you may need to use Mobile Deposit. We may change requirements at any time without prior notice. You may need to upgrade the Mobile App to use Mobile Deposit.

#### **R. Availability of Funds.**

You agree that items transmitted using the Services are subject to the funds availability requirements of Federal Reserve Board Regulation CC. If you make a deposit using Mobile Deposit Services before 4:30 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. If your Mobile Deposit is after 4:30 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Funds deposited may not be available for immediate withdrawal and will be available based upon the Funds Availability given to you at account opening. Rio Bank may make such funds available sooner based on such factors as creditworthiness, the length and extent of your relationship with Rio Bank, transaction and experience information, and such other factors as Rio Bank, in its sole discretion, deems relevant. You acknowledge that all credits given by Rio Bank for an item are provisional, subject to verification and final settlement. Rio Bank shall have no liability for the return or refusal of any item.

#### **S. Error Resolution.**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days if involving a Visa® point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a Visa point-of-sale transaction processed by Visa or 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. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

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