

# Online Banking Service Agreement

Effective Date: June 17, 2007

## 1. Introduction

Effective June, 17, 2007 this Online Banking Service Agreement (the "Agreement") has been amended by updating the entire Agreement to reflect the new features and functionality of the Services, as defined herein. Refer to section(s) below for more specific details. Your continued use of the Services will indicate your agreement to the amendments to the Agreement. As used herein, the words "you," "your" and "yours" means each person or business entity in whose name the account with Guaranty Bank is maintained or who exercises an ownership interest therein, each person who applies to use the Services and each person who uses the Services with the permission of the applicant. "We," "us," "our" and "Bank" mean Guaranty Bank. This Agreement provides information about the Online Banking Service ("Online Banking") and the Bill Pay Service ("Bill Pay") and contains the disclosures required by the Electronic Fund Transfer Act, as implemented by Regulation E (15 U.S.C. 1693 et seq., 12 C.F.R. Part 205). Online Banking and Bill Pay are collectively referred to herein as the "Services."

By using the Services, you agree to be bound by the terms and conditions contained in this Agreement except as specifically provided herein. When you use the Services or authorize others to use them, you and any such users agree to be bound by the terms and conditions contained in this Agreement. Online Banking and Bill Pay transactions are additionally governed by any other separate agreement(s) you may have with Guaranty Bank, including, but not limited to, the account signature card and the *Facts about your Guaranty Bank Deposit Accounts and Schedule of Fees and Charges* disclosures.

## 2. General Terms and Conditions Applicable to the Services

a. The Services are consumer electronic banking services provided by the Bank. Businesses can access the Services with restriction and may experience system limitations due to the consumer nature of the application. You must have a Guaranty Bank checking account to access the Services. You may access the Services using a personal computer with access to the Bank's web site on the Internet. We reserve the right, in our sole discretion and as permitted by applicable law, to limit the availability of the Services to certain account types, IP addresses or end-user country of origin. When you enroll in the Services, we will link all of your eligible accounts. If you want to limit the accounts linked, please call us at 1-800-925-6181 and a representative will discuss this option with you. You will be required to enroll separately for Online Banking and Bill Pay. When your Services are linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any joint accountholder or authorized signer on your account regarding your Services. Joint accounts may be enrolled under the same user name or you may enroll them for separate user names. It is your responsibility to notify us if a signer or other person to whom you have provided your user name and password should no longer be given access to online banking.

b. **Account Limitations.** Certain accounts will not have the full capabilities of the Services. For example, Health Savings Accounts will not have access to certain fund transfer capabilities.

**c. Equipment and Technical Requirements.** You are responsible for maintaining all Internet connections, browsers, hardware and software that are necessary to access the Services. In this Agreement, the computer and the related equipment you use to access the Services are referred to collectively as the “computer.” The risk of error, failure or non-performance is your risk and includes the risk that you do not operate your computer or software properly. The Bank is not responsible for any errors or failures from any malfunction of your computer or any software nor is it responsible for any electronic virus, viruses, worms or similar software that you may encounter. In addition, you are solely responsible for installing appropriate software, including, but not limited to, anti-virus software, anti-spyware, as well as firewall(s) on your computer hardware to prevent key logging and/or other intrusions that may allow a third party to unlawfully view activity on your computer. The Bank has no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of the computer or the software. Furthermore, the Bank makes no warranty or representation regarding the computer, any related software or your use of the Services, including, without limitation, any warranty of merchantability or fitness for a particular purpose.

**d. Security Procedures.** If you enroll in the Services online, you will be asked to create a user name and password. If you enroll in the Services in a banking center or over the telephone, your temporary password will be e-mailed to you separately as part of the enrollment process. In either case, you will need your user name and password to access the Services. In addition to setting up a user name and password, you will be asked to select and answer several security questions. Answers to these questions will be known only to you and may be used to identify you as part of the Guaranty Security services features. You agree that you will not disclose and will prevent the disclosure of your user name and password. If the confidentiality of your user name or password is, or you believe may be, compromised, you must notify us immediately by calling 1-800-288-8822. In the event your user name or password is compromised you may be required to establish a new one. You must take every precaution to ensure the safety, security and integrity of your accounts and transactions with the Services. Your user name and password allow access to your accounts and the Services provided for herein; providing these to another person shall constitute a grant of authority to access your accounts for all purposes, including, without limitation, under the Electronic Fund Transfer Act and Regulation E. Such authorization shall continue until you have notified us that such person is not authorized to act with regard to your accounts and the Services. You may change your password at any time by selecting the Change Password option. Your password is used only for Online Banking and Bill Pay transactions.

You will be asked to supply an e-mail address when enrolling in the Services. This e-mail address will be used to communicate to you regarding your Services account. It is your responsibility to keep this e-mail address up to date. The Bank is not liable to you if you do not receive an alert because of out of date e-mails, system failures or for any other reason beyond the Bank’s reasonable control. In addition, the Bank strives to provide complete, accurate and timely account information through the Services. However, unless otherwise required by Law, as defined herein, we will not be liable to you if any such information is unavailable, delayed or inaccurate. If you send the Bank a message through regular e-mail the e-mail transmissions may not be secure. Do not send us or ask for sensitive information (such as account numbers or other financial information) via any third-party e-mail system. If you wish to contact us electronically, you must use the secure message system through the Services. If you send the Bank a message using the secure message system, you agree that the Bank may take a reasonable period of time to act on any message received. For purposes of this Agreement, “Law” means federal law applicable to the Services and, to the extent not superseded by federal law, the laws of the state applicable to your Services account, if applicable.

You represent that you have considered the security procedures of the Services and find that the security procedures are commercially reasonable for verifying that a Bill Pay transaction, transfer, or other communication purporting to have been issued by you is, in fact, yours. In reaching this determination, you have considered the size, type, and frequency of Bill Pay transactions,

transfers, or other communications that you anticipate issuing to and from the Bank. If the Services security procedures are not, in your judgment, commercially reasonable, you must inform us within thirty (30) days of registering for the Services. If the size, type, or frequency of your Bill Pay transactions and transfers change, and the result is that the Services security procedures cease to be commercially reasonable, you must also inform us within thirty (30) days of such change. In such case, we may terminate your access to Online Banking

**e. Business Day.** For determining the availability of deposits and for purposes of this Agreement, every day is a “business day,” except Saturday, Sunday and federal holidays. Unless otherwise stated in this Agreement, we may treat any notice from you via e-mail, received after 5:00 p.m. on a business day as if we had received it on or after 8:00 a.m. the following business day. All references to time in this document are Central Time (CT).

**f. Services Availability.** You may use the Services virtually any time, day or night, seven days a week. However, the Services may be temporarily unavailable due to record updating or other maintenance by the Bank or technical difficulties. In addition, access to the Services is made available pursuant to agreements by and between the Bank and certain third-parties. Any interruption of the Services or access caused by those third-parties may also prevent your use of the Services.

**g. Enrolling in the Services.** To enroll in the Services, you may be asked to provide your ATM/Debit Card number, expiration date and PIN. This information is not stored and will not be used for any purpose other than authenticating your access to the Services.

**h. Personal Financial Management (PFM) Software.** The Services offer the ability to download to certain Personal Financial Management (PFM) Software, such as Quicken®. There may be fees, associated with this PFM service that are listed in the *Facts about your Guaranty Accounts* disclosure.

**i. Termination and Inactivity.** You are responsible for complying with all terms of this Agreement for the Services and the regulations governing the deposit accounts that you access through the Services. We can terminate your Online Banking and Bill Pay privileges without notice to you if you do not pay any fee required in this Agreement when due, or if you do not comply with this Agreement. The regulations governing your deposit account are set forth in your *Facts about your Guaranty Bank Deposit Accounts* disclosure, a copy of which is available from any banking center location. You may terminate this Agreement and your use of the Services by notifying us at 800-925-6181. We can terminate one or all of the Services provided to you without notice to you for any reason (except where such notice is required by Law), including, without limitation, if you do not comply with this Agreement or the agreements governing your Bank deposit accounts or if you do not log on to the Services for a period of more than ninety (90) days. You may receive electronic notification prior to termination of Services for inactivity. The Bank is not responsible for communicating to you prior to termination if you fail to update the Online Banking and Bill Pay applications with a current e-mail address. Termination of the Services will cancel any scheduled Bill Pay transactions or transfers between eligible deposit accounts which you own or control (either individually or jointly with others) and from which you have an unrestricted right to withdraw funds (“Transfers”).

**j. Change in Terms.** The Bank may change any term or condition of this Agreement, and will mail or deliver a written notice to you at least 21 days before the effective date of any change in a term or condition if the change would result in increased fees or charges, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amounts of Online Banking or Bill Pay transactions, unless prior notice is excused by Law. Otherwise, we may modify this Agreement at any time without notice, except as may be required by Law. If you have agreed to receive electronic disclosures, electronic

notification will be used to communicate these changes to you. If you continue to use the Services after the effective date of a change, you indicate your agreement with the change.

**k. Entire Agreement.** This Agreement, as it may be amended from time to time, together with any other disclosures or other documents incorporated herein by reference (including, without limitation, the *Facts about your Guaranty Bank Deposit Accounts* and any other account disclosures), contains the entire agreement between you and the Bank and supersedes all oral conversations, other communications and previous agreements, if any, with regard to the Services.

**l. Authorization to Charge Accounts.** You authorize the Bank to charge your designated Services account(s) for any transactions accomplished through the use of the Services, including the amount of any Transfer or Bill Pay transaction that you request, and any charges or fees you incur for using the Services. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts maintained at the Bank, or elsewhere, in order to correct any mistaken credit entry. Your obligation to pay the amount of the Bill Pay transaction or Transfer to the Bank is not excused in such circumstances. **If you do not have sufficient funds in your Bank account(s) on the date a fee or charge is payable, you authorize the Bank to automatically deduct the payment from your Bank account(s) as soon as funds are available.**

**m. Transaction Processing Problems.** Any Online Banking or Bill Pay transaction that cannot be processed due to Bank or third-party system limitations will be automatically reprocessed on the same business day. Any scheduled (future or recurring) Online Banking or Bill Pay transaction that cannot be processed due to insufficient funds will attempt to be processed the following business day. If the transaction fails again on the second day, the Bank will send you an in-session mail message that you may retrieve when you are logged into the Services notifying you of the failed transaction. The Bank is not responsible if it is unable to reach you, whether or not due to events beyond the Bank's control. In addition, you understand that in order to receive in-session e-mails, you must keep the Bank aware of any changes in your current contact information including, without limitation, e-mail addresses, telephone numbers and mailing address. In all cases, you are responsible for making alternate arrangements for the Online Banking or Bill Pay transaction or rescheduling the transaction through the Services. You understand that in no event will the Bank automatically resubmit an Online Banking or Bill Pay transaction for you after the second day (next business day) reprocessing. There may also be a fee charged for the first or second day reprocessing due to insufficient funds.

**n. Scheduling and Processing of Transactions.** For the purposes of this Agreement, the "Scheduled Initiation Date" means the date that Online Banking and Bill Pay transactions will be remitted by the Bank to your payee or that the Transfer will be made to your account. Please note that the Scheduled Initiation Date is not necessarily the date that your payee receives the scheduled Bill Pay payment or your account receives the Transfer. Please refer to Sections 3 and 4 of this Agreement for more information regarding your "Scheduled Initiation Date."

**o. Contacts.**

Guaranty Bank  
Financial Sales and Service Department  
P.O. Box 1149  
Austin, TX 78767  
800-925-6181  
Hours: Monday through Friday, 8:00 a.m. to 12:00 midnight CT; Saturday 9:00 a.m. to 4:00 p.m. CT, excluding federal holidays

### 3. Online Banking

**a. General.** When you enroll in Online Banking you, and any individuals you authorize to use Online Banking, will be able to...

- i. transfer funds electronically between any of your linked deposit accounts;
- ii. obtain account information, such as the balances and available funds in your linked savings and checking accounts, money market accounts or loans;
- iii. view check images of checks written on your accounts;
- iv. view copies of statements;
- v. view account history; and
- vi. download statement information into certain money management software programs.

You may check the balances of Bank accounts that are linked through Online Banking. **You understand that the balance figure may not reflect all recent transactions, and may include funds that are not subject to immediate withdrawal.** You may obtain a list of transactions for up to 2 years (as available), and you may obtain general account information for all accounts linked through Online Banking.

**b. Account Designation.** You may transfer funds electronically between your eligible Online Banking deposit accounts. All accounts must be in your name.

**c. Permitted Transfers; Scheduling Transfers.** Each Transfer through the Services from an eligible savings or money market account is counted as one of the six limited transactions permitted each month or monthly statement cycle period, as described in the *Facts about your Guaranty Bank Deposit Accounts* disclosure. Transfers may be sent to or from eligible checking, savings and money market accounts provided. Other checking, savings and money market accounts are only eligible to receive Transfers. Transfers are not permitted to or from Certificates of Deposit ("CDs"). To ensure funds you Transfer on a business day are available for your transactions, you must submit them prior to the deadline established on a business day by the Bank from time to time by which a Transfer can be scheduled, changed or cancelled ("Transfer Cutoff Time"). If you have provided instructions for more than one Transfer and/or Payment, as defined below, to be processed, we may select to process them in any order, in our sole discretion. Our Transfer Cutoff Times are as follows:

The types of Transfers that are available are as follows:

- i. "Today" (one time Transfer) — If you designate a Transfer as a "Today" (one time immediate) Transfer, the Scheduled Initiation Date will be today's business date if you scheduled the Transfer before 9:00 p.m. CT. For Today Transfers there must be sufficient funds in the account from which the funds will be transferred ("Transfer Account") at the time the Transfer is requested or the Transfer will not occur. "Today" Transfers may not be canceled for any reason once you have confirmed the Transfer. You may schedule another Transfer to move the funds back out of an account if you need to "reverse" a Transfer.
- ii. "Scheduled" (one-time Future/Scheduled Transfer)— If you designate a Transfer as a "Scheduled" (one-time future) Transfer, you may request that the Transfer be made on a future date designated up to three

hundred and sixty-four (364) days in advance of the Scheduled Initiation Date. Sufficient funds must be available when the Transfer is executed or it will not occur. You may access Online Banking and cancel a Transfer designated as "Scheduled" until 6:30 a.m. CT of the Scheduled Initiation Date.

- iii. "Recurring" — If you designate a Transfer as "Recurring," you may request, and the Bank will use, a Scheduled Initiation Date that recurs on a specified regular basis (e.g., weekly, bi-weekly, monthly, etc.). You will designate a "start" and "end" date. Sufficient funds must be available when the Transfer is executed or it will not occur. You may access Online Banking and cancel a scheduled Transfer designated as "Recurring" until 6:30 a.m. CT of the Scheduled Initiation Date.

**d. Funds Availability.** If you designate a Transfer as a "Today" Transfer, you will receive provisional credit upon completion of your Online Banking session. However, in order to receive such provisional credit, you must complete Today Transfers during a business day before the 9:00 p.m. CT Transfer Cutoff Time in order for transferred funds to be posted to another Bank account on the same day and in order for transferred funds to be available from that account for transfers accomplished through means other than use of the Services. If you complete a Today Transfer during a business day after the 9:00 p.m. CT Transfer Cutoff Time or on a non-business day, the transferred funds will be available to pay in-clearing items on the following business day. Transfers designated as "Scheduled" or "Recurring" will start processing at 7:00 a.m. CT of the Scheduled Initiation Date. For Scheduled and Recurring Transfers, if the Scheduled Initiation Date falls on a non-business day, the Transfer will occur on the next business day. Please refer to "Determining the Availability of Funds" found in the Funds Availability Policy section of the *Facts about your Guaranty Bank Deposit Accounts* disclosure for additional information.

**e. Limitation of Online Banking Services.** Transfer amounts are limited to the available balance in your accounts, up to a maximum of \$1,000,000. If you request a Transfer amount that is greater than the available balance in your account, the Transfer will not be executed. Transfers from a Money Market Savings, FlexRate Fund Account, Premier Money Market Account or Statement Savings Account to another account of yours or to third parties by automatic transfer, telephonic transfer or Online Banking Transfer are limited to six (6) per statement cycle with no more than three (3) of the six (6) such transfers by check, draft, debit card, Point of Sale (POS), or similar order made by you and payable to third parties. You should refer to the *Facts about your Guaranty Bank Deposit Accounts* and *Schedule of Fees and Charges* disclosures for additional information. Any Transfers initiated through Online Banking are subject to the existence of sufficient funds, as applicable.

**f. Stop Payments.** The Bank will accept stop payments through the Services for single, paper-check items drawn on a deposit account accessed through the Services. You are responsible for researching your own records (Online or otherwise) to determine whether a check subject to a stop payment order was paid prior to the date you wish to impose the stop payment order. Checks sent as part of a Bill Pay transaction ("Bill Pay Checks") are not subject to the terms of this Section 3(f). You may stop payment on a Bill Pay Check pursuant to the Payment cancellation terms set forth in Section 4 of this Agreement. If you place a stop payment order on a check after it has been paid, a stop payment fee will be assessed, notwithstanding that the check has been and will remain paid. You will be charged for initiating a stop payment through the Services in accordance with the Bank's then current *Schedule of Fees and Charges* applicable to the account on which the check was drawn. Fees for initiating a stop payment are in addition to any monthly fee charged for the Services. In addition, the following:

- i. Requests for stop payments are not immediate and are manually verified.

- ii. If an immediate stop payment request is needed you must call 1-800-288-8822 and use the phone service to verify if the check has cleared and place a temporary stop payment request in the system.
- iii. You will be required to complete and sign the stop payment form to secure a non-temporary stop. If this form is not received the stop payment will expire after fourteen (14) days of our receipt of the oral stop payment request. Refer to your *Facts about your Guaranty Bank Deposit Accounts* disclosure for more details.
- iv. Online removal of a stop payment will only be accepted for stop payments for single, paper check items. If you would like to remove a stop payment placed on a check series, you must call 1-800-288-8822 and speak with a Customer Service Representative.

**g. Online Banking Service Fees.** Except as set forth in this Section 3(g), Online Banking Services are provided to you free of charge. If the Bank account (checking, money market, or savings account) from which the Transfers are made is charged per-item fees for excess debit transactions, a fee will be charged for each Transfer in excess of the specified limit. The transaction fee may not apply to other accounts. The amount of this fee, and specific types of accounts that are excluded from this fee, are set forth in the *Facts about your Guaranty Bank Deposit Accounts* and *Schedule of Fees and Charges* disclosures.

#### **4. Bill Pay**

**a. General.** Bill Pay can be used with all eligible checking deposit accounts. savings, CD or money market deposit accounts are not eligible for this service. A valid user name and password will allow you to use you computer to initiate, cancel, or modify third-party payments from your eligible deposit accounts ("Payments").

**b. Account Designation and Payee.** Payments will be deducted from the account that you designate through Bill Pay (the "Payment Account"). Any payee you request to pay through Bill Pay must be payable in U.S. dollars and located in the United States. Each payee must appear on the payee list you create with us. You understand that the Bank is not liable if a Payment is not completed because you provide incorrect or insufficient account or payee information. You may not use Bill Pay to make Payments to a federal, state, or local government or tax unit, or to other categories of payees that we may establish from time to time, including, without limitation, court-order Payments (e.g., child support or settlement Payments). The name you specify in the payee "nickname" field in Bill Pay will be reflected on your periodic statement (and on online account summaries) as the third-party payee in accordance with the requirements contained in Regulation E. You understand that it is your responsibility to specify a nickname, and we suggest that you specify one that you will recognize as the third-party receiving payment from your account.

**c. Scheduling Payments.** All Payments are processed after the deadline established by the Bank by which a new Payment can be scheduled, changed or cancelled (the "Payment Cutoff Time") on the Scheduled Initiation Date applicable to such Payment. The Bank will begin Payment processing at 8:00 a.m. CT. You may submit instructions for Payments to be made, cancelled or modified through Bill Pay until the Payment Cutoff Time on the Scheduled Initiation Date applicable to such Payment. A Payment instruction submitted through Bill Pay, including without limit, scheduling, changing or canceling, is considered submitted when you receive a confirmation number. If you have provided instructions for more than one Transfer and/or Payment to be processed, we may select to process them in any order, in our sole discretion. The Payment Cutoff Times are as follows:

Transaction	Cutoff Time
Schedule One Time/Recurring Payment	7:30 a.m. CT of the Scheduled Initiation Date
Cancel Payment	7:30 a.m. CT of the Scheduled Initiation Date

You can stop payment on a Bill Pay Check after it has been sent on your behalf provided the merchant has not cashed it and the Bank has sufficient time to act on your stop payment request. You will need to contact Bank customer service at 800-925-6181 to complete a stop payment request for a Bill Pay Check. You cannot initiate a stop payment on a Bill Pay Check through the Services.

The types of Payments available are as follows:

- i. "One Time " (one-time Payment) — If you designate a Payment as a "One Time" Payment, the Scheduled Initiation Date will be the next business day unless scheduled at or before 7:30 a.m. CT of the day the Payment is to initiate. Sufficient funds must be available at the time the Payment is executed on the Scheduled Initiation Date for Payments remitted electronically or on the date the Bill Pay Check clears your account, as applicable. On the Scheduled Initiation Date we will check the Payment Account to determine if there are sufficient funds available for electronic Payments. Funds will be withdrawn from the Payment Account on the Scheduled Initiation Date for Payments to be remitted electronically on your behalf. For Payments made with Bill Pay Checks, funds will not be removed from your account until the Bill Pay Check clears. "One Time" Payments may not be canceled after 7:30 a.m. CT on the Scheduled Initiation Date.
- ii. "Recurring" — If you designate a Payment with a "Recurring" frequency, you may request, and the Bank will use, a Scheduled Initiation Date that recurs on a specified regular basis (e.g., weekly, bi-weekly, monthly, etc.). You will designate a "start" and "end" date. Sufficient funds must be available at the time the Payment is executed on the Scheduled Initiation Date for Payments remitted electronically or on the date the Bill Pay Check clears your account, as applicable. On the Scheduled Initiation Date we will check the Payment Account to determine if there are sufficient funds available for electronic Payments. Funds will be withdrawn from the Payment Account on the Scheduled Initiation Date for Payments to be remitted electronically on your behalf. For Payments made with Bill Pay Checks, funds will not be removed from your account until the Bill Pay Check clears. "Recurring" Payments may be canceled or changed until 7:30 a.m. CT on the Scheduled Initiation Date.

**d. Insufficient Funds.** Payments can be scheduled if funds are not available in your account. If there are not sufficient funds either on the Scheduled Initiation Date (for electronic Payments) or on the date the Bill Pay Check clears, we will either make the Payment, thereby causing an overdraft for which you may be charged, or we may refuse to make the Payment, in our sole discretion. If we elect to make the Payment despite insufficient funds in the Payment Account, you agree to immediately pay the overdraft and any other fees incurred. Without limiting the foregoing, we may discontinue permitting overdrafts at any time, without prior notice. Please see *Facts about your Guaranty Bank Deposit Accounts* disclosure for more details on fees related to overdrawn accounts or accounts with insufficient funds.

If there are insufficient available funds in your Payment Account and Payment is, nonetheless, initiated: i) you must immediately pay the amount of the overdraft to us without notice or demand; ii) Payment on the electronic transaction or Bill Pay Check to the payee, at our option, may be stopped; and, ii) we may, at our option, refuse to process any additional Payments until you have paid the overdraft amount. If Payment is not initiated due to insufficient funds, we may, at our option, attempt to initiate the Payment the following business day and this date will be considered the new Scheduled Initiation Date. If a debit transaction to cover a Payment is rejected for any other reason (e.g. closed account, account frozen, etc.), scheduled Payments may not be initiated or processed thereafter. The Bank is under no obligation to notify you if it does not complete a Payment for any reason, including, without limit, because there are insufficient funds in your Payment Account to process a Payment. In all cases, you are responsible for either making alternate arrangements for the Payment or for rescheduling the Payment through the Bill Pay service.

**e. Allowing Sufficient Time.** In many cases, your Payments will be electronically remitted to the payee within two (2) business days following the Scheduled Initiation Date. Funds from an electronic Payment will be deducted from your account on the Scheduled Initiation Date. However, some payees are not set up to accept electronic Payments. In these cases, a manual Bill Pay Check will be delivered to the payee and, in this case, it may take up to five (5) business days to process and deliver Payment to the payee. Funds from Bill Pay Checks will be debited from your account when the Bill Pay Checks clear your account.

You must allow sufficient time ((two (2) business days for electronic Payments and five (5) business days for Bill Pay Check Payments) for Bill Pay to receive your request and process the Payments so that the funds can be delivered to the payee before the Payment due date, or for mortgage Payments, on or before the due date (the due date shown on your invoice or provided in your agreement with the payee, not taking into account any grace period provided by the payee). If you do not allow sufficient time for Bill Pay to process your request, you understand that you are responsible for any and all late fees, finance charges, and any other actions taken by the payee.

The Bank is not liable in any way for damages or losses that you incur in the event that: i) you do not maintain sufficient funds in your account to make the Payment; ii) your estimate of the time required to deliver Payment to the payee is inaccurate; iii) Payment is not delivered in a timely manner to the payee due to delays in mail delivery, changes of merchant address or account number, or any other circumstances beyond the Bank's reasonable control; or iv) the payee fails to account correctly for or credit the Payment in a timely manner.

**f. Bill Pay Service Fees.** Except as set forth in this Section 4(g), Bill Pay services are provided to you free of charge; provided, however, certain types of accounts may be charged for Payments in excess of twenty (20) per month. The amount of this fee and the types of accounts to which it applies are set forth in the *Facts about your Guaranty Bank Accounts* disclosure. If the Bank account (checking, money market, or savings account) from which the Payments are made is charged per-item fees for excess debit transactions, a fee will be charged for each Payment in excess of the specified limit. The transaction fee may not apply to other accounts. The amount of this fee, and specific types of accounts that are excluded from this fee, are set forth in the *Facts about your Guaranty Bank Deposit Accounts and Schedule of Fees and Charges* disclosure. In addition, certain fees may be charged for Payments if there are insufficient funds at the time the Payment is initiated for electronic Payments or at the time a Bill Pay Check clears your account, as the case may be. The amount of this fee, and specific types of accounts that are excluded from this fee, are set forth in the *Facts about your Guaranty Bank Deposit Accounts and Schedule of Fees and Charges* disclosures.

## **5. Liability for Unauthorized Use**

**a. General.** You will notify us immediately if you believe that an unauthorized person obtains or has obtained access to your Online Banking or Bill Pay password or if someone has transferred money or made payments without your permission. You understand that calling us in such cases is the best way of keeping your possible losses to a minimum. If you suggest that an unauthorized Transfer or Bill Pay transaction may have occurred, we may require you to sign an affidavit verifying such occurrence.

You can lose all the money in your deposit accounts accessed through the Services if you do not inform us that an unauthorized person obtains or has obtained access to your Online Banking or Bill Pay password. If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if an unauthorized person used your password to access the Services without your permission.

If you do not tell us within two (2) business days after you learn that your password has become known to an unauthorized person, and we can prove that you could have stopped someone from using your password without your permission if you had told us, you can be liable for as much as \$500.00.

Also, if your statement shows transactions that you did not make, you must notify us immediately. The Bank may require you to provide your complaint in the form of an affidavit. If you do not tell us about unauthorized Transfers or Bill Pay transactions within sixty (60) days after your account statement is mailed to you, you may not get back any money that you lose after the sixty (60) day period if we can prove that, had you told us about unauthorized Transfers or Bill Pay transactions on time, we could have stopped someone from taking the money.

**b. Liability for Failure to Make Transactions.** If we do not complete a Transfer or Bill Pay transaction on a timely basis, as set forth in this Agreement, or in the correct amount according to your instructions, we may be liable for damages caused. However, we will not be liable if...

- i. through no fault of ours, your designated funding account does not contain sufficient funds to complete the transaction;
- ii. the equipment, system of record (Mainframe System), phone lines, or computer systems were not working properly or were temporarily unavailable and you knew about the breakdown when you started the transaction;
- iii. circumstances beyond our control, such as fire or flood, prevented the transaction, despite reasonable precautions we have taken;
- iv. a court order or legal process prevents us from executing a Transfer or Bill Pay transaction;
- v. you have reason to believe that there has been unauthorized use of your password and you fail to notify us as set forth above;
- vi. for Bill Pay transactions, the payee does not process a Payment correctly, or in a timely manner;
- vii. for Bill Pay transactions, the Payment is rejected by a payee; or
- viii. you do not have an adequate amount of available funds.

There may be other exceptions stated in other agreements with you. If any of the circumstances listed in iii) or iv) above occur, the Bank shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the Transfer or Bill Pay transactions that may not have been completed or may have been processed incorrectly.

**c. Errors or Questions.** If you think your statement is wrong, or you need more information about a transaction listed on your statement, contact Guaranty Bank at (800) 288-8822 or write us at Guaranty Bank, Attn.: Customer Service Department, P.O. Box 1149, Austin,

TX 78746. We must hear from you no later than sixty (60) days after the first statement on which the problem or error appears.

- i. when notifying us, tell us your name and account number;
- ii. describe the error on the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- iii. tell us the date and 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 ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days if a notice of error involves an electronic fund transfer that was initiated outside the United States, resulted from a point-of-sale debit card transaction, or occurred within thirty (30) days after the first deposit was made) to investigate your complaint or question. If we take more than ten (10) business days to do this, we will credit your account within ten (10) business days (twenty (20) business days if your account has been opened for thirty (30) days or less) 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 questions in writing and we do not receive it within ten (10) business days, we may not credit your account. We will tell you the results within three (3) business days after completing our investigation. If we determine 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.

**d. Other Problems.** If you believe an error has occurred concerning a deposit account (other than an electronic fund transfer or Bill Pay problem), or if you have a problem regarding a credit account accessed by an ATM / Check Card, refer to your monthly statement for instructions regarding how to request that we resolve the question or correct the error.

**e. Account Information Disclosure.** As it specifically pertains to electronic fund transfers, we may disclose information to third parties about your account and the Payments or Transfers you make...

- i. when it is necessary for verifying or completing Bill Pay transactions or Transfers, or resolving a problem relating to Bill Pay transactions or Transfers;
- ii. to verify the existence and the condition of your account for a third party, such as a credit bureau or merchant;
- iii. to comply with government agency or court orders; or
- iv. as otherwise permitted in the *Facts about your Guaranty Bank Deposit Accounts* disclosure, other Bank disclosures, by law or as required by government regulations.

**f. Documentation and Verification of Transactions**

- i. **Transaction IDs.** Upon completion of an Online Banking or Bill Pay transaction, a Transaction ID will be provided. The Transaction ID number is used for tracking purposes only and does not guarantee the Online Banking or Bill Pay transaction. This will help in resolving any problems that may occur. No printed receipts are automatically issued for transactions conducted through the Services. However, you may choose to print screens reflecting the transactions, and transactions will appear on your periodic statement.

- ii. **Periodic Statements.** Information concerning Online Banking and Bill Pay transactions will be shown on your normal statement for the account to and from which Online Banking and Bill Pay transactions are made. If you have a checking or money market account, you will receive a monthly statement. If you have a savings account, you will receive a statement during months with electronic fund transfer activity or quarterly if there is no such activity.