

IBC MOBILE BANKING SERVICES

1. What the IBC Mobile Banking Services Cover. The IBC Mobile Banking Services permit you as a Bank customer (including consumers, sole proprietors and other business customers) to perform a number of banking functions on your Bank account(s) linked to the IBC Mobile Banking Services through the use of your mobile device (i.e. mobile smart phone or mobile tablet device). Unless otherwise indicated by the context, “linked Bank accounts” or “linked accounts” refers to all of your accounts with Bank or its affiliates that you have linked to the IBC Mobile Banking Services. This Agreement is by and between you and Bank, and we are solely responsible for the IBC Mobile Banking Services and Contents. Neither Apple, Inc. nor Google, Inc. (Android) is responsible for the IBC Mobile Banking Services or its Contents.
2. Relation to Other Agreements. You understand and agree you are still subject to the terms and conditions of any agreement you have with any unaffiliated third-party service providers, including, but not limited to your mobile service provider (e.g. AT&T, Verizon, Sprint, T-Mobile, etc.) or any third-party provider of or marketplace for the IBC Mobile Banking Services (e.g. Apple, Inc., or Google, Inc. (Android)), and this Agreement does not amend or supersede any of those separate third-party service provider agreements. You understand that such services may provide for fees, charges, limitations and restrictions which might impact your use of the IBC Mobile Banking Services (e.g. data use charges, etc.), and you agree to be solely responsible for all such fees, charges, limitations and restrictions. You agree that only your mobile service provider is responsible for the performance and operation of its products and services, including your mobile device and the mobile service provider’s own network. You agree to resolve any problems with your mobile service provider without involving Bank, Apple, Inc. or Google, Inc. (Android). You must comply with applicable third party terms when using the IBC Mobile Banking Services (e.g. you cannot be in violation of your wireless provider agreement when using the Service.)
3. Mobile Banking System Requirements. In order to activate the optional IBC Mobile Banking Services, you must have a mobile device with SMS text message functionality and/or ability to access the Internet via a web browser, as well as any other compatible wireless hardware and software necessary to operate such mobile device. You understand that you also must have a mobile device wireless service plan with a suitable mobile device service provider of your choice. You understand that you are responsible for acquiring, maintaining and operating your mobile device and its related hardware and software and for all associated costs and expenses, including, without limitation, all fees you incur for data transfers and as a result of sending and receiving SMS text messages through your mobile device service. You assume full responsibility for ensuring these requirements are met should any changes be made to your existing mobile device and/or the associated service plan. **You understand that the Bank is not responsible for any errors or failures of your mobile device or its software and is not responsible for any viruses or related problems that may be associated with your use of IBC Bank Online Services via mobile banking.**
4. IBC Mobile Banking Services. Bank’s IBC Mobile Banking Services provide personal financial information management services and check deposit via remote deposit capture on your mobile device. Bank reserves the right to add or remove various components of the IBC Mobile Banking Services in Bank’s sole discretion. Customer should visit the Bank Website at www.ibc.com for a complete listing of current Mobile Services.

Some of the activities listed in this section may not be available for certain accounts or customers. We reserve the right to modify the scope and type of activities offered via the IBC Mobile Banking Services at any time in our sole discretion. We also reserve the right to refuse to make any transaction you request through the IBC Mobile Banking Services for a variety of reasons as set forth in any of the agreements listed in Section 2 governing your use of the IBC Mobile Banking Services.

Subject to the terms and conditions herein, customer subscribes to, and Bank agrees to provide, the Mobile Remote Deposit Capture (“MRDC”) Service to be used by customer in accordance and in compliance with and the Check Clearing for the 21st Century Act (“Check 21 Act”). The MRDC Service enables you to create and submit electronic check images (also known as Image Replacement Documents (“IRDs”)) to Bank, for deposit to your personal or business deposit account(s), as applicable, in lieu of the Original Checks (as defined herein) from which such MRDC check images were obtained. The dollar amount limits and daily number of transaction limits for MRDC shall be determined by the Bank in its sole discretion. Customer should visit the Bank Website at www.ibc.com or talk to their IBC banker for information regarding dollar limit and daily number of transactions restrictions. Items exceeding customer’s daily limits must be delivered to Bank for processing or held until the next Business Day for transmittal.

Bank retains the ability to either approve or deny your use of IBC Mobile Banking Services, including the MRDC Service in Bank’s sole and absolute discretion. If Bank approves you to use such IBC Mobile Banking Services, then by using such IBC Mobile Banking Services, you agree to the applicable provisions set forth in this Agreement, you agree to pay any fees that Bank may charge in conjunction with such IBC Mobile Banking Services (as set forth in Bank’s current Schedule of Fees and Charges), and you understand and agree that the meanings of the defined terms set forth in this Agreement and any related documentation made available to you by us for use with the IBC Mobile Banking Services.

In the event of any unforeseen issues or failure of this product for MRDC deposits, your deposits can be made in person at any Bank branch.

5. Location-Based Information. If you use any location-based feature of the IBC Mobile Banking Services, you agree that your geographic location and other related personal information may be accessed and disclosed via the IBC Mobile Banking Services. If you

wish to revoke IBC Mobile Banking Services access to such geographic location information, you must cease using the location-based features of the IBC Mobile Banking Services.

6. Information Regarding MRDC Transactions. For the purposes of this section and other provisions relating to the MRDC Service, any capitalized term not otherwise defined herein has the definition ascribed to it under the Check21 Act. If you have met, in our sole discretion, the conditions we have established for use of the MRDC Services to make deposits via electronic images, we will provide for acceptance for deposit to your account(s) the electronic images of Original Checks for collection as allowed under this Agreement and the Deposit Account Agreement.

By depositing electronic images with the Bank via the Personal MRDC Services, you give us the same warranties and indemnities that we, as a reconverting bank, would give under applicable law or regulation. You understand and acknowledge that all of the warranties deemed given by a depositor of a check to a bank under the Uniform Commercial Code (“UCC”), as applicable from time to time in the State of Texas, shall also apply to any electronic image of an Original Check the same as if such electronic image or Substitute Check were a paper check within the meaning of the UCC as adopted by the State of Texas (“Texas UCC”). Accordingly, except to the extent that any warranties deemed given under the Texas UCC are expressly superseded by the Check 21 Act or the Check 21 regulations, you understand that you are deemed to give us all the same warranties you would have given under the Texas UCC for the deposit of an Original Check by transferring to us: (a) Any Substitute Check; (b) an IRD or other item purporting to be a Substitute Check; or (c) any electronic image that purports to contain a Sufficient Copy of an Original Check or a Substitute Check.

Such warranties also include the following two (2) specific warranties regarding transfer and presentment:

- a. You warrant that the electronic image we convert to a Substitute Check meets the requirements described in Check 21 Regulation (found at 12 CFR §229.51(a)(1) – (2) and as amended from time to time) for legal equivalence
- b. And your warranty given above is deemed given to us and any other person, company or bank to which we transfer, present or return any of the Images included in such electronic file as a Sufficient Image Copy or that purports to be a Sufficient Image Copy created by Bank or any subsequent bank receiving a copy of such image.

Customer represents that it shall permit no third parties to use the MRDC Service to deposit Original Checks to customer’s account.

With respect to each and every Personal MRDC deposit initiated by you, you represent and warrant to Bank and agree that you shall perform your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by Office of Foreign Assets Control (“OFAC”) and the Bank Secrecy Act.

A. Prohibited Transactions; Procedures; Retention of Original Checks.

1. *Prohibited Transactions.* Customer agrees not to use the MRDC Service to deposit or otherwise process: (i) non-cash items; (ii) items drawn on foreign banks or payable in other than U.S. money; (iii) items without preprinted magnetic ink routing numbers; (iv) items for which customer is not a holder in due course; (v) Substitute Checks, except those which have been returned to customer for any reason; (vi) items payable to any person or entity other than customer (i.e. no third-party deposits); (vii) items containing apparent alterations to any of the information 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; (viii) items dated more than six months prior to the date of deposit; (ix) items prohibited by Bank’s current procedures relating to the IBC Mobile Banking Services or which are not acceptable under the Agreement; (x) Original Checks or other items previously converted to a Substitute Check; (xi) checks or items that are Remotely Created Checks (as defined in Reg. CC).
2. *Processing of MRDC Deposits.* Customer shall submit check images to Bank in such format, and with such associated check information, as Bank may require periodically, utilizing Accredited Standards Committee X9’s Specifications for Electronic Exchange of Check and Image Data (DSTU X9.37-2003) and in conformance with the requirements of Bank’s Mobile Services. Bank reserves the right to reject any single check image or group of check images for any reason, before or after it/they appear on Bank’s system. All checks submitted through the MRDC Service must be properly endorsed by customer prior to transmittal. Items transmitted without being properly endorsed are subject to rejection by Bank. Customer agrees to inspect and verify the quality of the check images, ensuring that the check images of the front and back of the original check are legible before capturing the image via the MRDC Service. Specifically, customer warrants the following: (i) the check image is an accurate representation of the information contained in the original check, and the check image includes all endorsements from the original check; (ii) each check image contains a record of all MICR line information required for a substitute check, and the check image satisfies all of the requirements of the Check 21 Act and Regulation CC; (iii) the original check, a duplicate check image, or any copy of the original check or check image will not be deposited by customer with Bank; and (iv) the original check, a duplicate check image, or any copy of the original check or check image will not be presented, transferred or returned such that Bank or any other person will be asked to make a payment based on a check or check image that has already been paid. Bank has no responsibility or liability for any fees incurred due to the rejection of transmitted items for missing/incomplete endorsements. Unless the Bank notifies customer otherwise, Bank provides same day credit to the applicable account for all items transmitted by customer and received by the Bank within the timelines established by the Bank.

Electronic images shall be deemed received by us for deposit based upon time of receipt as well as successful receipt of electronic images that are complete, usable, and adhere to the standards discussed above. If any electronic image is not complete, is not usable, or does not adhere to the Standards, the electronic image may not be processed by us, in which event your deposit will be adjusted and notification provided. You understand we will process only your electronic images that comply with the standards discussed above and are Sufficient Image Copies, and we will use commercially reasonable efforts to present these Sufficient Image Copies for collection under the Check 21 framework. The daily cutoff time for Personal MRDC deposits is 7:00 p.m. Central Time. Such daily cutoff times may be adjusted by Bank at its sole discretion from time to time upon notice to you. If the deposits are not received by the end-of-day cutoff time, Bank will not guarantee that deposits will be processed that day. Bank may accept these deposits and they will be processed on Bank's next Business Day. MRDC deposits received after the daily cutoff time of 7:00 p.m. Central Time, Saturday, Sunday or banking holiday may be accepted and processed on Bank's next business day. Bank shall give provisional credit for deposits subject to revocation of credit for deposits as provided in Regulation CC and the Uniform Commercial Code. The availability of funds for deposits via MRDC Services is set forth in this Agreement.

Should a Drawee Financial Institution return an item to us unpaid, we will charge your respective account for such returned item and may either (i) return the item to you, or (ii) re-present it to the Drawee Financial Institution before returning it to you. Items may be returned as Image Exchange Items, rather than Substitute Checks. Should a Drawee Financial Institution or other third party make a claim against us or seek re-credit with respect to any electronic image, we may provisionally freeze or hold aside a like amount in your account pending investigation and resolution of the claim.

Bank may reject any entry which does not comply with the requirements set forth herein. Bank may reject any entry if customer has failed to comply with its account balance obligations. Bank may reject any deposit from customer that does not adhere to the security procedures. Bank shall notify customer by phone or electronic transmission, including e-mail or fax, of such rejection no later than the Business Day such deposit would otherwise have been transmitted by Bank to the Federal Reserve. Notices of rejection shall be effective when given. Bank shall have no liability to customer by reason of the rejection of any such deposit or the fact that such notice is not given at an earlier time than that provided for herein.

Customer shall have no right to cancel or amend any deposit after its receipt by Bank. However, if such request complies with the security procedures, Bank shall use reasonable efforts to act on a request by customer for cancellation of a deposit prior to transmitting it to the Federal Reserve, but shall have no liability if such cancellation is not implemented. Customer shall reimburse Bank for any expenses, losses, or damages Bank may incur in implementing or attempting to implement customer's request for the reversal of a deposit.

You understand and acknowledge that we are relying on the truth and veracity of all electronic images submitted for deposit via the MRDC Services by you to us, and you warrant that such electronic images accurately reflect Original Checks that are, or at the time of the creation of the Substitute Checks, were, in your possession. You also understand that issues regarding returned item collection, returned deposit, and other issues regarding deposit of items not specifically addressed in this Agreement shall be governed by the terms and conditions of the Deposit Agreement.

3. *Retention and Security of Original Checks.* Customer shall retain physical checks that represent the deposit for no longer than (30) days following the date of their transmittal to Bank and agrees to make the originals available to Bank within seventy-two (72) hours of Bank's request for fraud control purposes. Such checks must be securely stored, to prevent unauthorized access to the items until they are destroyed (locked cabinet, etc.). You understand that in all cases you are solely responsible for safeguarding all items you retain, during the reasonable period of time described above from destruction, alteration or theft. Items are to be securely destroyed in a commercially reasonable manner that renders it unusable or otherwise unreadable (shredding) on the thirty-first (31st) day following the date of the deposit.

B. Funds Availability Regarding MRDC Deposits.

1. *Your Ability To Withdraw Funds.* These provisions apply only to demand deposit checking accounts where deposits are made via Bank's MRDC Services. You agree that electronic images submitted via Bank's MRDC Services from your mobile device are not subject to the funds availability requirements of the Federal Reserve Board's Regulation CC. Our policy is to generally make funds from your Personal MRDC Services available to you on the first Business Day after the day we receive your deposit. Funds that are deposited using Bank's MRDC Services will not be deemed "received" by us until we have received an electronic image that meets all of the requirements for deposits (including all requirements to create a Substitute Check) stated in this Agreement and in any Documentation. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay items and transactions drawn on your account. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal holidays. If you make a deposit via the MRDC Service by the cut-off time of 6:00 p.m. Central Time on a day that is not a business day, we will consider such deposit made on the next business day we are open.
2. *Longer Delays May Apply.* In some cases, we will not make all of the funds that you deposit via the MRDC Service available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your MRDC

Service deposits, however, will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will generally notify you at the time you make your deposit. We will also attempt to tell you when the funds will be available. If you will need the funds from a deposit via the MRDC Services, you should contact us to inquire when the funds will be available.

In addition, funds you deposit via the MRDC Service may be delayed for a longer period for a variety of additional reasons as determined in Bank's sole discretion, including, but not limited to:

- We believe a check you deposit will not be paid
- We believe a check you deposit is a duplicate image
- You deposit checks totaling more than any applicable per item limit, daily dollar amount limit, monthly item limit or any other limitations on your Services that Bank may impose
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months
- There is an emergency, such as failure of computer or communications equipment
- We exercise our rights to investigate any unusual or suspicious MRDC items as determined in Bank's sole discretion

C. Customer Representation and Agreements; Indemnity. With respect to each and every deposit initiated by customer, customer represents and warrants to Bank and agrees that to the best of customer's knowledge: (a) each deposit is made payable to the customer (b) any necessary authorization is operative at the time of transmittal or crediting/debiting by Bank as provided herein, and (c) customer shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC. In addition to other indemnification under this Agreement, customer also shall indemnify Bank against any loss, liability, or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

D. Limitation on Liability. In addition to the provisions contained in the Agreement, liability shall not exceed the sum of the amount of any loss suffered by the customer as a result of a breach of warranties under Regulation CC (12 CFR Part 229) up to the amount of any substitute check, interest and expenses (including cost and reasonable attorney fees and other expenses of presentation) related to the substitute check reduced by any amount the customer receives and retains as a re-credit. Furthermore, such liability shall be further reduced by the amount of any damages incurred as a result of the negligence or bad faith of the customer. Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission of communication facilities, equipment failure, war, emergency conditions, or other circumstances beyond Bank's control.

In addition, Bank shall be excused from failing to transmit or delay in transmitting a deposit if such transmittal would result in Bank having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In such event, customer shall be responsible for having a contingency plan in place including temporarily depositing original, paper items at any branch facility of Bank.

Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Dallas for the period involved. At Bank's option, payment of such interest may be made by crediting the account resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of customer or any other person described in the foregoing Agreement.

E. Customer Responsibilities. Customer will maintain at least one or more accounts at Bank eligible for the transactions conducted via the Services, including receiving MRDC deposits. With regard to the MRDC Service, customer will inspect and verify the quality of electronic images, ensuring that the electronic images of the front and back of the Original Checks are legible for all posting and clearing purposes by Bank. The customer's applicable account will be charged for any deposited check that is later returned to Bank owing to an actual or alleged breach of any warranty made in this Agreement. Customer will assist in the installation and implementation of any changes and upgrades to the MRDC Services as required by Bank to ensure compliance with regulatory changes and developments, or to protect the integrity and security of such Services. Customer will use the Personal MRDC Services to enter, process, and transmit Original Checks in accordance with procedures and transmission deadlines outlined in this Agreement. Customer will verify Bank's receipt of its Personal MRDC deposits by reviewing deposits that have been posted to the designated accounts, in addition to cooperating with Bank in any investigation and resolving any unsuccessful or lost transmissions. Customer will comply with all security procedures outlined in this Agreement and any Documentation and agrees not to bypass, override or disable any security mechanisms in the processing software or processing equipment. Customer will retain each Original Check for the time frame specified in this Agreement after an electronic image of the check has been created and will promptly provide any related Original Check (or Sufficient Copy of the front and back of the Original Check) to Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any check.

Customer understands that in all cases it is solely responsible for safeguarding all such images from destruction, alteration or theft in accordance with the provisions of this Agreement. Customer will use commercially reasonable methods to destroy the Original Checks after the required retention time has expired to render them unusable or otherwise unreadable. Customer will cooperate with Bank in providing information and access to customer records in the event of lost, mistaken, incomplete, or unusable electronic images, or in the event of claims of fraud, alteration, counterfeit or otherwise. Customer may not perform the MRDC Service for any third party, and any attempt to do so shall automatically terminate this Agreement, except for any provisions of this Agreement that are expressly to survive such termination.

7. **Text Banking.** Customer may request information from Bank with regard to Bank products, including balance inquiries. The Bank number for SMS is 226563. Customers will receive one message per query. There are no premium charges for this service; however, message and data rates of Customer's carrier may apply.
 - A. **Opt Out.** To opt out of Text Banking, reply STOP to 226563. An unsubscribe message will be sent to your number confirming the cancellation, but no more messages will be sent after that one.
 - B. **Support/Help.** For support or information about Text Banking, reply HELP to 226563. To receive a list of available text banking commands, reply LIST to 226563. Optionally, Customer may email us at [contact info].
 - C. **Supported Carriers.** Alltel, Appalachian Wireless, AT&T, Bluegrass Cellular, Boost Mobile, Cellcom, Cellular South, Centennial Wireless, Cincinnati Bell, GCI, Immix Wireless, Inland Cellular, IV Cellular, Nex-Tech Wireless, Nextel Communications, nTelos, Revol Wireless, Sprint PCS, T-Mobile, U.S. Cellular, United Wireless, Verizon Wireless, Virgin Mobile, and West Central Wireless.
 - D. **Privacy.** Bank will never, under any circumstances, sell or distribute your cell phone number to third parties whom you have not approved. Bank will never directly market to you any services for which you have not opted in, either by cell phone, text message or email.
8. **Use of IBC Mobile Banking Services.** You agree that you will learn how to use the IBC Mobile Banking Services from the instructions contained within the IBC Mobile Banking Services, and you agree that you will contact us at if you have any questions about or problems with the IBC Mobile Banking Services. If the IBC Mobile Banking Services are modified, you are responsible for understanding how to use any modifications. You may not copy (other than a copy for personal or business use), modify, distribute, transmit, display, perform, reproduce, transfer, resell, lease, rent, distribute access to or republish any of the contents of these IBC Mobile Banking Services without the prior written consent of Bank, which may be withheld in its sole discretion. Unless otherwise subject to the provisions of Regulation E for consumer customers as further described in the Deposit Agreement, Bank will not be liable to you for any losses caused by your failure to properly use the IBC Mobile Banking Services or your mobile device.

You agree not to use the IBC Mobile Banking Services in any way that would: (a) infringe any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the IBC Mobile Banking Services to impersonate another person or entity; (c) violate any applicable law (law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising, anti-money laundering or bank secrecy); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt the computer networks connection to the IBC Mobile Banking Services; (i) interfere with or disrupt the use of the IBC Mobile Banking Services by any other user; or (j) use the IBC Mobile Banking Services in such a manner as to gain unauthorized entry or access to the Bank's computer systems or the computer systems of others.

9. **Processing Equipment and Processing Software.** You must obtain the Bank's Mobile application in the Apple or Google (Android) app stores and install it on your mobile device in order to become approved and use the IBC Mobile Banking Services. You must comply with the mobile device hardware, software, and other requirements, as well as applicable security procedures, as set forth in this Agreement and in any related documentation or any supplemental information and/or instructions provided by Bank.

For the MRDC Service in particular, you understand that failure to comply with mobile device hardware, software and other requirements regarding the IBC Mobile Banking Services may result in you being unable to generate a Sufficient Image Copy in order to create an electronic image to complete a MRDC deposit.

Bank reserves the right as encryption technology develops to impose further reasonable requirements to maintain the appropriate level of security for the IBC Mobile Banking Services and transactions contemplated hereunder, and you agree to abide by such requirements. Furthermore, you understand and acknowledge that if you do not implement and follow your own commercially reasonable hardware, software, physical access and physical storage security procedures regarding any of the data owned by you, which includes such data containing your sensitive personally identifiable information ("PII") of any individual, the security of your IBC Mobile Banking Services may be compromised. You understand, acknowledge and agree that installation, maintenance and operation of your mobile device (hardware and software) and related security procedures that you adopt and follow, including, but not limited to, data security protection, firewalls and anti-virus software, is your sole responsibility, and that you are solely responsible for securing, encrypting, protecting and otherwise safeguarding the data owned by you.

In addition to other limitations on Bank's liability contained elsewhere in this Agreement, you understand, acknowledge and agree that Bank is not responsible for any loss or damages resulting from any errors or failures of your mobile device or data processing systems, including, but not limited to any mobile device virus or malware attack (such as a keystroke logging program or similar malware), any

attack by a person attempting or actually gaining unauthorized access to the data owned by you, or any mobile device network problems that may be associated with your access and use of our IBC Mobile Banking Services.

For avoidance of doubt, you understand, acknowledge and agree that all data provided by you to Bank (including, but not limited to, electronic images or Substitute Checks) retained on any processing equipment or processing software (including your mobile device used by you in conjunction with the IBC Mobile Banking Services), and all data produced, compiled or otherwise provided by Bank to you, in any form or format, is your sole and exclusive property and copies thereof shall be provided to you at your request from time to time and at any time. Once such data owned by you is delivered by Bank to you, retrieved by you from Bank, or otherwise created as a byproduct of a transaction between you and Bank and retained by you, such data owned by you is solely within your possession and control.

10. Security Procedures. Unless otherwise subject to the provisions of Regulation E for consumer customers as further described in your Deposit Agreement, you are responsible for all payments, transfers or other transactions you authorize using the IBC Mobile Banking Services. If you permit other persons to use your mobile device to access the IBC Mobile Banking Services, you are responsible for any transactions they authorize. If you access the IBC Mobile Banking Services on your mobile device, you understand that you will be required to enter your User ID and password. The IBC Mobile Banking Services may include your name and certain information about your account, such as the last 4 digits of your account number or specific account transaction information. You understand and acknowledge that transmission of your masked account number and specific information, including dollar amounts or individual payees and payors, does not constitute transmission of personal or private information, and you hereby authorize us to send such information via the IBC Mobile Banking Services to your mobile device. Use of our normal security procedures for maintaining confidentiality and security of information constitutes fulfillment of our obligations to exercise due care.

With regard to the IBC Mobile Banking Services, you agree to the security procedures used by Bank in connection with such IBC Mobile Banking Services, including the security procedures in Section 6, above. Such security procedures offered by Bank are described herein and in related documentation applicable to such IBC Mobile Banking Services. As part of the security procedures, Bank may employ various authentication technologies, including, but are not limited to, use of User IDs, passwords and other "Additional Authentication Information" ("AAI") that Bank may require you to provide at Bank's sole discretion. Bank employs various security and authentication technologies to ensure that you are communicating directly with Bank, and also to ensure that your mobile device is communicating with a legitimate Bank computer. You are responsible for the establishment and maintenance of your internal procedures reasonably adapted to insure the confidentiality and security of security procedures. YOU UNDERSTAND AND AGREE THAT YOU WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER YOUR USER ID AND PASSWORD PROVIDED BY BANK, AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL YOU WOULD USE FOR CASH, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL IN THE CIRCUMSTANCES.

If you have reason to believe that any security procedure has or may have become known by unauthorized persons, you shall immediately notify the Bank by telephone and confirm such oral notification in writing to Bank within twenty-four (24) hours of the oral notification. Bank will replace the security procedures in accordance with the Bank's standard security requirements related to the IBC Mobile Banking Services. To the maximum extent permitted by applicable law, you will be solely liable for all transactions initiated before the Bank has received such notification and has had a reasonable opportunity to act on such notification. Bank reserves the right to change any or all of the security procedures offered and/or used at any time by giving oral or written notice to you. You agree that your use of the IBC Mobile Banking Services after the Bank provides notice of such changes constitutes your acceptance of the new security procedures. You acknowledge that the purpose of security procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. Bank is not agreeing to any security procedures or other procedure for the detection of errors. You represent that for MRDC Services, you consider the security procedures to be commercially reasonable with respect to the size, type, and frequency of deposits you anticipate submitting.

No Bank employee, nor any company affiliated with or a third-party service provider of Bank, will contact you via e-mail or phone requesting your User ID or mobile password. If you are contacted by anyone requesting this information, DO NOT GIVE ANY OF YOUR INFORMATION OUT, and please contact us immediately to report the details of the incident.

11. Maintenance and Support. Bank is solely responsible for providing any maintenance and support services with respect to the IBC Mobile Banking Services, as specified in this Agreement and under applicable law. Bank and you acknowledge that neither Apple, Inc. nor Google, Inc. (Android) has any obligation whatsoever to furnish any maintenance and support services with respect to the IBC Mobile Banking Services.
12. Copyrights and Other Intellectual Property; User Conduct. The license granted to you for the IBC Mobile Banking Services is a non-transferable license to use the IBC Mobile Banking Services on an iOS or Android Operating System product that you own or control and as permitted by the usage rules and terms of service governing the Apple, Inc. App Store or the Google, Inc. Android, as applicable.

Except where otherwise expressly noted or as noted below, all contents of the IBC Mobile Banking Services, including the graphics, icons and overall appearance of the IBC Mobile Banking Services, are the sole and exclusive property of Bank, its subsidiaries or affiliates, or third parties with whom Bank utilizes to provide any portion of the IBC Mobile Banking Services. Certain of Bank's trademarks and/or service marks are also included in the IBC Mobile Banking Services. The posting of the contents of the IBC Mobile Banking Services neither constitutes a waiver of any of Bank's proprietary rights nor any other party's proprietary rights, including but

not limited to, copyrights, trademarks, service marks, patents, and other intellectual property, nor a transfer by implication, estoppels, or otherwise of any such rights or of any license to the IBC Mobile Banking Services user or to any third party. Contents of the IBC Mobile Banking Services are protected by United States and international copyright laws, both as individual works and as a collection and by United States and international trademark laws. You agree not to delete any copyright, trademark or similar notice from any Contents you obtain from the IBC Mobile Banking Services.

The display of third-party trademarks within the IBC Mobile Banking Services does not grant you a license of any kind. Any downloading of material contained in the IBC Mobile Banking Services, or of any site linked to the IBC Mobile Banking Services may be a violation of federal trademark and copyright laws.

Bank and you acknowledge and agree that, in the event of any third-party claim that the IBC Mobile Banking Services or your possession or use of the IBC Mobile Banking Services infringes that third party's intellectual property rights, Bank and its third-party service providers are solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

12. **Bank Responsibilities.** Bank will provide access to the processing equipment and software for the IBC Mobile Banking Services through the Bank's Mobile application. Bank will also provide maintenance and support for the IBC Mobile Banking Services to ensure the accurate delivery of the IBC Mobile Banking Services, including, but not limited to:
- Corrections, contingent or alternate work methods, and repairs to any know system bugs or errors.
 - Modifications, enhancements, or updates that Bank elects to make generally available to its customers.
 - Telephone and e-mail support during Bank's normal business hours.

Bank will provide the required User ID and password to customer in order to engage in the IBC Mobile Banking Services. Bank will provide related documentation as well as training materials and support reasonably required for customer's use of the IBC Mobile Banking Services.

13. **Third-Party Beneficiaries.** You agree that our third-party service providers may rely upon your agreement and representations, and that such service providers are intended third-party beneficiaries to this Agreement, with the power to enforce this Agreement against you. Bank and you acknowledge and agree that Apple, Inc., and all of its subsidiaries, and Google, Inc. (Android) and all of its subsidiaries, are third-party beneficiaries of this Agreement and that, upon your acceptance of this Agreement, either Apple, Inc., or Google, Inc., as applicable, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.
14. **Mobile Banking Service Contact.** Bank and any of its third party service providers are the developers of this Mobile Banking Service. If you have any questions, complaints or claims with respect to the Mobile Banking Service, you may contact Bank by phone at (210) 841-3000, or writing to us at this address: 2416 Cee Gee, San Antonio, TX 78217, Attn: Customer Service.

Arbitration

The applicable Deposit Account Agreement and IBC Bank Online Services Agreement, including specifically the arbitration provision, are incorporated herein for all purposes as if set forth verbatim.

To consent to stop mail delivery of your paper account statement, you must select "I agree" acknowledging that you agree to the Terms And Conditions.