



Online Banking Agreement and Disclosure

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What this Agreement Covers

This Online Banking Agreement and Disclosure ("Agreement") contains the terms and conditions governing the use of online banking services known as ("Online Banking Services"). If I am using Online Banking Services solely for business purposes, certain provisions of this Agreement will not apply to me because such provisions only apply to The Bank's customers who establish accounts primarily for personal, family or household purposes ("Consumer Customers"). Online Banking Services provides access to my Deposit Account(s), Loan Account(s) and any other Bank accounts via the Internet. This Agreement also includes certain disclosures required by the Electronic Funds Transfer Act ("Act") and Federal Reserve Board Regulation E regarding Consumer Customer Deposit. These provisions apply to me if I am a Consumer Customer. By accepting this Agreement, I also understand I may be given an option to receive all the disclosures required pursuant to the Act or Regulation E in electronic form.

Review and Acceptance of Agreement

I understand that I should read this Agreement carefully before enrolling for Online Banking Services and before accepting the Agreement in accordance with the "My Agreement to These Terms and Conditions" statement at the end of this document.

Relation to Other Ozona Bank Agreements

My Deposit Account(s), Loan Account(s) or any other accounts accessed through Online Banking Services continue to be governed by any applicable depository, loan or other agreement(s). I understand that my execution of this Agreement does not alter any terms and conditions of other agreements governing my Bank accounts unless expressly altered herein. In addition, the use of the Bank's website is governed by the "Terms and Conditions of Use" for the site. The Ozona Bank's "Privacy Notice" provides the information required under the Federal Reserve Board's Regulation P concerning customer privacy, and I understand that the Bank may initiate communications to me via mail, e-mail and short message service ("SMS") text messaging for any purpose within the limits of the Bank's "Privacy Notice." I understand that these agreements and statements are available for my review at www.OzonaBank.com, and I acknowledge that I should read and understand these related agreements and statements before I use Ozona Bank's Online Banking Services.

Compliance with all Laws

I AGREE NOT TO USE ONLINE BANKING SERVICES TO INITIATE ANY TRANSACTIONS THAT VIOLATE ANY LAWS OF THE STATE OF TEXAS OR THE UNITED STATES. I understand that it is my responsibility to use Online Banking Services in compliance with all applicable laws, rules and regulations, including, without limitation, any export controls, including, but not limited to my responsibility to comply with control by the United States of the export of products and information containing encryption technology. I acknowledge and agree that I must comply with such export control laws and I agree not to export or re-export any encryption technology related to or within Online Banking to countries or persons prohibited under applicable law. By using the Online Banking, I represent that I am not in a country where such export is prohibited. This paragraph shall not be construed to mean, and The Bank hereby disclaims any such representation, that any content or use of the Online Banking Services is appropriate or available for use in locations outside of the United States. Accessing the Online Banking Services from locations where its contents or use is illegal is prohibited by the Bank. If I choose to access the Online Banking Services from locations outside the United States, I understand that I do so at my own risk and that I am responsible for compliance with any applicable local laws.



System Requirements

I understand that to use Online Banking Services online via a personal computer, I must first obtain access to the Internet with compatible hardware, software and web browser. The Bank requires that I use a web browser that supports adequate security measures including SSL encryption technology, or additional security measures as the Bank may require. The Bank also requires that I have a current version of Adobe Acrobat Reader to access pdf documents. Obtaining and maintaining adequate Internet access is my responsibility, and I am solely responsible for all Internet Service Provider ("ISP") fees and costs. I understand that the Bank is not responsible for any computer virus or related problems that may be associated with my use of the Internet in general or my use of the Online Banking Services via the Internet.

Security and Passwords

I understand that the Bank reserves the right to verify any personal information I provide and reserves the right to make inquiries about me to the extent allowed by law and as allowed under the Bank's "Privacy Notice" with regard to a request by me or a co-signer for a product, service or customer assistance. If I provide any information that is untrue, inaccurate, not current, or incomplete in any manner, or the Bank has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, the Bank has the right to suspend or terminate my access to and use of the Online Banking Services and refuse any and all current or future use of the Online Banking Services by me. I understand that it is my responsibility to provide true, accurate, current, and complete information about myself when registering for the Online Banking Services and to maintain and promptly update the registration data to keep it true, accurate, current, and complete.

In addition to my acceptance of the terms and conditions of this Agreement, the following shall occur:

After the initial registration, I will then choose and enter a User ID ("User ID"), a personal password ("Password"), and shall respond to any additional informational questions or requests for information that the Bank may require from time-to-time, in the Bank's sole discretion, in conjunction with any additional authentication procedures that the Bank may employ ("Additional Authentication Information" or "AAI"). Such AAI shall be used in conjunction with various authentication procedures that the Bank may employ, including but not limited to, security questions and responses and/or other hardware and software-based security and authentication programs and procedures. Upon selection, the User ID, Password, and AAI become the new method of the Bank authentication. I must enter my User ID and Password each time I access Online Banking Services via the Internet through a personal computer and may be requested to enter my AAI from time-to-time for additional security procedures and purposes.

I understand I am responsible for safeguarding my User ID, Password, and AAI. I understand that the Bank will rely on access via the User ID, Password, and AAI as confirmation that I have authorized all activity conducted following such authenticated access to Online Banking Services, including any Deposit, Loan, or other account debits or credits, any other transfers or Bill Payment Services, or any other charges or fees incurred by use of Online Banking Services. If I permit another person to use my Online Banking Services, or give them my User ID, my Password, or my AAI, I am responsible for all activity the person initiates via Online Banking Services, even if he or she exceeds my authorization. I understand that I should not leave my computer unattended while using the Online Banking Services, and that I should log out after completing an Online Banking Services session. **I understand and agree to notify the Bank immediately if my User ID, Password, or AAI have been lost, stolen or compromised.**



Security Issues Regarding Internet E-mail and Banking Communications

E-mail and SMS Text Message Communication Security Warning about "Phishing," "Spoofing," and Other Forms of Identity Theft:

Secure Messages

A Secure Message can be sent to the Bank by logging into Online Banking via a personal computer using my User ID, Password, and if required, AAI. From the Self Service menu, I can select "Secure Messaging" which will then allow me to compose a message which will be delivered to Ozona Bank's Online Banking support team, securely.

I understand that the only secure connection that can be established with the Bank is by my logging into Online Banking Services via www.OzonaBank.com as described above.

If I choose to send an e-mail to OnlineSupport@OzonaBank.com or any other email not through a secure Online Banking connection, I understand and acknowledge that such e-mail is neither confidential nor secure and may NOT be encrypted. While Ozona Bank strives to maintain the privacy and security of customer personal data and private information, any e-mail communications via direct email between the Bank and myself is not encrypted and should not be regarded as secure.

"Phishing" and "Spoofing"

I understand and am aware of certain types of Internet scams commonly referred to as "phishing" and "spoofing" whereby individuals attempt to make Internet users believe they are receiving e-mails from a specific trusted source, or that they are securely connected to a trusted website, when that is not the case. Many of these scams attempt to collect personal and private information about consumers so that the perpetrators can commit credit card fraud, bank fraud, or other forms of identity theft.

I understand and agree that Ozona Bank will not send me an e-mail or any SMS text message asking for any of the following personal or private information to be returned to the Bank via e-mail, and I will not return such information via e-mail in response to any e-mail even if it purports to come from the Bank: my complete account number with the Bank; my social security number; any of my ATM/Debit card numbers or PINs; my User ID, Password, or AAI; or any other personal or private information. Ozona Bank will also never send an e-mail or any E-mail Service asking me to "click here" or "click on this link" to update my account information. All legitimate e-mail and SMS text messages from the Bank will instruct me to log into my Ozona Bank Online Banking Services in order to update or transmit my personal or private information.

I understand that the Bank cautions me to bear the following in mind when viewing unsolicited e-mail or SMS text messages purportedly coming from Ozona Bank:

- I should not trust e-mail headers or SMS text message numbers because they can be easily forged.
- I should avoid filling out forms in e-mail messages or SMS text messages because a return email or SMS text message may not necessarily be returned to Ozona Bank or may be misrouted on the way to the Bank.
- From time to time, Ozona Bank may send out notification or other e-mails or SMS text messages regarding updated terms, conditions, or services, and such e-mail or SMS text messages may include a link or website address to an online Ozona Bank document. I understand that I should not click on a "log-in" link or enter any website address purporting to come from Ozona Bank in any e-mail or SMS text message, and I understand that I can always type in www.OzonaBank.com to navigate to the official Ozona Bank website.
- I should fill in all personal or private information only while logged into Online Banking Services because logging in establishes a secure connection with the Bank.



- I understand and agree to notify the Bank immediately if I believe my User ID, Password, or AAI have been transmitted to a website, device, or individual other than the official Ozona Bank site or Ozona Bank personnel, or have been otherwise compromised.

Online Banking Services Hours and Availability

The term "Business Day" means all days except Saturday, Sunday and all banking holidays. I may use Online Banking Services almost any time, day or night, seven (7) days a week. Online Banking Services will be temporarily unavailable from time-to-time for scheduled maintenance. Unscheduled downtime may also occur, but the Bank will reasonably attempt to minimize service interruptions. I acknowledge and agree that the Bank is not responsible for my inability to access Online Banking Services for reasons beyond its control, including factors affecting my ISP(s), telecommunications service provider(s), high-speed Internet access provider(s), and other such relevant entities.

Bill Payment Services

Bill Payment Services are available through Online Banking Services at the Bank's sole discretion. Bill Payment Services allow me to instruct the Bank to transfer funds, either by electronic transfer (such as Automated Clearing House ("ACH")) or by check, to the Payee (each individual transfer being a Bill Payment or Payment). Unless otherwise required by law, the Bank is responsible only for using ordinary care in processing and sending Bill Payments I authorize according to this Agreement.

The Bank is not liable for any of my losses or damages under the following conditions:

- If I do not have sufficient funds in my account to make the Bill Payment on the date a Payment is scheduled to be sent
- If I do not allow adequate time between the date a Bill Payment is scheduled to be sent and the due date, as suggested on the Online Banking Services web page I access for Bill Payment Services
- For the failure of any Bill Payment Payee to correctly account for or credit the Bill Payment in a timely manner
- For any Bill Payment I authorize that contains an error with regard to the identifying information of the Payee, including the refusal of any such unintended Payee to return any funds transferred as a result of such error
- For changes to a third party's account name or number or other identifying information if funds are being transferred to the account of that third party, unless I have advised the Bank of the change sufficiently in advance
- If the Bank has placed a "hold" on any funds in my Deposit Account(s) in accordance with the Bank's rights under applicable laws or any other agreements between the Bank and me
- If a court order, such as garnishment or other legal process, prevents the Bank from making a Transfer
- If the Bank has a reasonable basis for believing that I know or should know that unauthorized use of my User ID, my Password, my AAI or my account(s) has occurred or may be occurring
- If I default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with the Bank
- If the Bank or I terminate this Agreement
- For any other circumstances beyond the control of the Bank that prevented the Bill Payment, despite reasonable precautions that the Bank has taken, including but not limited to circumstances such as telecommunications outages, power outages, equipment failures, postal strikes, delays caused by other financial institutions, fires, and floods

All Bill Payments must be payable in U.S. dollars to a Payee located in the United States of America. The Bank may: restrict categories of Payees to whom Payments may be sent and refuse to pay any payee for any reason at the Bank's discretion.



I must allow sufficient time for my Payment to reach the Payee so that it may be processed prior to the due date, excluding any applicable grace period. The Bank strongly recommends that I allow adequate time between the date a Payment is scheduled to be sent and the due date, as suggested on the Online Banking Services web page I access for Bill Payment Services. If I schedule my Payment following all Bank instructions and requirements, including allowing adequate time between the date a Payment is scheduled to be sent and the due date, as suggested on the Online Banking Services web page I access for Bill Payment Services, and so long as none of the scenarios or circumstances described above occur, if the Payment is not applied or credited by the Payee in a timely manner, the Bank will reasonably work on my behalf to attempt to resolve the matter, and will pay for any late fees and finance charges that occur due to late credit or application of a Payment.

If the Deposit Account designated by me to provide funds for a Payment does not have sufficient funds to cover the Payment, the Bank can attempt to advance the necessary funds from my overdraft protection limit and/or overdraft protection account if established. However, if my overdraft protection limit and/or account does not have sufficient funds to make the entire Payment, the Bank can reject the Payment without liability. If I have any questions regarding a rejection, I may contact the Bank's Online Banking Department at 1-877-847-8250.

I understand that the Bank reserves the right to terminate my Bill Pay Services if I have not used Bill Payment Services for an extended period of time (as determined by the Bank). If terminated, I must reapply to use Bill Payment Services again.

I must refer to the Online Banking Services web page I access for Bill Payment Services for information regarding cut-off times for scheduling Payments.

Online Statement, Notice and Disclosure Delivery

I understand that I can choose to receive online statement and/or notice delivery instead of paper-based delivery for my account information ("E-Delivery"). If I select E-Delivery as an option for my profile in Online Banking Services, I understand and acknowledge that I will thereafter receive all statements, notices, and disclosures in electronic form for any of my current Bank accounts that I select, or any future Bank accounts I open with the Bank. I understand that E-Delivery is also governed by the "E-SIGN Disclosure and Agreement" provisions in addition to this Agreement. I understand that instead of receiving a paper statement each month for each of my accounts, I will receive an e-mail notice to be delivered to my Primary E-mail Address (defined below) when my account statements are available to view via Online Banking Services. I understand that these e-mail notices may be sent to me and all signers on each account who have also registered for E-Delivery. I may access my statements and disclosures by logging into Online Banking Services and selecting the appropriate links to view my statements, notices and or disclosures. The Bank will maintain online access to each electronic statement and notice for a period of at least 24 months from the date on which the electronic statement or notice is first made available via Online Banking Services. The Bank will maintain online access to each disclosure for a period of at least ninety (90) days from the date on which the electronic disclosure is first made available via Online Banking Services.

I understand that E-Delivery will continue for all of my current and any future accounts with the Bank until such delivery options are changed by me or changed at the Bank's discretion (with the Bank providing notice to me of such change at the Bank's discretion).

I understand that E-Delivery will consist of the same information that is contained in paper statements received in the regular mail, subject to the following conditions:



- If I currently receive imaged copies of my checks with my paper statement, the same imaged copies will be available electronically via Online Banking Services.
- If I currently do not receive imaged checks with my paper statement, then check images may be available with my electronic statement via Online Banking Services.

I understand that any changes I request with respect to starting or cancelling E-Delivery will become effective within ten (10) business days from the time the request is received by the Bank. The Bank will not impose any fees for the cancellation of E-Delivery, however, certain statement fees may apply subject to the current Bank fee schedule set for each account(s) you may have.

I also understand that I will need to meet all of the equipment, access and system requirements set forth in this agreement to access Online Banking Services, and to view and print any statements, notices and disclosures for Online Statement Delivery.

E-mail requirements for Online Banking Services

As part of my registration for Online Banking Services, I am providing the Bank with my Internet e-mail address that the Bank anticipates using for delivery of Online Banking Services ("Primary E-mail Address"), to provide notification of updates and changes to Online Banking Services, and to provide statements, notices, and disclosures via Online Statement Delivery (if I select that option). In addition, by accepting this Agreement, I agree to receive all disclosures, notices, and other communications about my Ozona Bank accounts and Online Banking Services, including amendments to this Agreement, via electronic delivery. If I do not wish to receive such notices and communications about Online Banking Services via electronic delivery, I must follow the requirements for cancellation as described in this agreement. I understand that it is my responsibility to update my Primary E-mail Address to ensure proper delivery of e-mails. Should I change my Primary E-mail Address for any reason, I will notify the Bank immediately to ensure that my Online Banking Services and communication between myself and the Bank are not interrupted. I can change my Primary E-mail Address by accessing Online Banking Services. If I cannot enter the change through my Online Banking Services, I may e-mail the Bank at OnlineSupport@OzonaBank.com, call a Bank representative at 1-877-847-8250, or write to the Bank at, Ozona Bank – Online Banking Department, P.O. Box 528, Wimberley, TX 78676.

I acknowledge and agree that because e-mail is not secure, and due to the inability to verify identity via e-mail, the Bank will not use e-mail to perform transactions on my account(s) unless the Bank is able to validate the request by other means of communication with the Bank. I understand that the Bank is only required to attempt re-delivery of failed e-mails originally sent to my Primary E-mail Address in the manner stated above. I further understand and agree that the Bank will not be liable for any loss or damage incurred by me if an unauthorized person gains access to any such e-mail. I AGREE TO INDEMNIFY THE BANK AND HOLD THE BANK HARMLESS IF THE BANK ACTS WITH ORDINARY DUE CARE AND IN GOOD FAITH IN RESPONDING TO ANY E-MAIL PURPORTED TO BE SENT BY ME. I can send secure messages to the Bank over the Internet by logging into Online Banking Services with my User ID, Password, and/or AAI as described above. The Bank's use of its normal security procedures for maintaining confidentiality and security of information shall constitute fulfillment of the Bank's obligations to exercise due care.

Other Terms and Conditions

Charges and Fees

- There is no service charge for accessing my accounts with Online Banking Services.
- Online Banking Services with Bill Payment Services – There is no service charge for paying bills via Online Banking Services.



- I should note that depending on how I access Online Banking Services, I might incur charges for:
 - Normal account fees and service charges
 - Payments or transfers made through Online Banking Services from a savings or money market account may result in an excess transaction fee (I must refer to my savings or money market account agreement or fee schedule for details)
 - Additional fees may be assessed for added self-service features available through My Ozona Bank Services, such as certain stop payment requests, requesting check copy orders, ordering new checks, obtaining account statement copies or any additional services for which the Bank chooses to offer to me for a fee (I must consult the applicable agreement governing the account to determine if my accounts are subject to these fees)
 - An NSF or overdraft fee may also apply if I schedule payments or transfers from one of my accounts and my available balance is not sufficient to process the transaction on the date scheduled
- The Bank may also charge me a research fee as stated in any applicable fee schedule

I understand that the Bank may charge additional fees for use of Online Banking Services, and that I may be subject to any other applicable fees related to any Transaction as set forth in any applicable agreement. The Bank will automatically deduct fees related to the Transactions on either the account statement date for the account for which Online Banking Services are provided, or on the date the My Ozona Bank Service is actually provided. If the Bank decides to change the fees it charges in connection with Online Banking Services, the Bank will notify me at least thirty (30) days prior to the effective date of the change, and a notification to me at my Primary E-mail Address is acceptable notification.

Contacting Ozona Bank

In addition to the electronic communication methods discussed earlier in this Agreement, I may also contact an Ozona Bank Online Banking Specialist with any questions or concerns by calling toll free at 1-877-847-8250. The Bank's specialists will be available to assist me on Business Days from 8:30 a.m. to 4:30 p.m. CST.

I may also call the Online Banking Department with my questions regarding general information about my account(s), such as balance information, transactions conducted outside of my Ozona Bank Services, questions regarding interest earned, or other general questions or concerns.

Changes to Agreement; Termination of Online Banking Services

I understand that the Bank reserves the right to change the Agreement at any time, and that the Bank will mail by regular U.S. postal mail, or by e-mail, notice to me at least thirty (30) days before the effective date of any change to my Deposit or Loan Account services that would result in increased liabilities for me, increased fees, a reduction in the types or available Transfers, or stricter limits on frequency or dollar amounts of Transfers, unless such prior notice is otherwise excused by law. I agree that the Bank is not liable or otherwise responsible if I do not receive such notification via e-mail because I have changed my Primary E-mail Address and not informed the Bank of such change. By using my Ozona Bank Online Banking Services after any changes or amendments are effective, I am agreeing to be bound by such revised Agreement(s). I may review the most current version of this Agreement anytime at www.OzonaBank.com.

The Bank and I agree that I may terminate this Agreement and/or one or more of the Online Banking Services that I have selected at any time with or without cause upon prior notice to the Bank. To terminate this Agreement, I shall give notice via telephone by contacting one of the Bank's Online Banking Specialists at 1-877-847-8250, or by sending written notice to Ozona Bank, Attn: Online Banking Department at P.O. Box 528, Wimberley, TX 78676.



Children Using Online Banking Services

The safety and privacy protection of children is very important to Ozona Bank. Children should always ask their parent or guardian for permission before sending personal information to anyone online. I understand that only the parent or legal guardian of a child under the age of 13 has authority to access Online Banking Services, even if the account has been established on behalf of that child. If I permit a child under the age of 13 to use Online Banking Services, or give the child my User ID, Password or my AAI, I understand that I am responsible for all activity the child initiates from or to any of my accounts, even if he or she exceeds my authorization. I understand that I can contact the Bank in accordance with this Agreement with any questions or concerns.

Bank Records and Data

I acknowledge that the Bank may elect to record or otherwise document information and e-mail messages entered via Online Banking Services for record keeping purposes, and I authorize the Bank to record such information. The Bank's records kept in the regular course of business will be presumed to accurately reflect the contents of my instructions to the Bank, and in the absence of manifest error, will be binding and conclusive.

The Bank's Use of Third Party Service Providers

Ozona Bank's ability to provide certain of the Online Banking Services depends on its ability to provide access to third party networks. For details regarding the Bank's safeguarding of my personal information, I should refer to the Bank's "Customer Privacy Statement" available at www.OzonaBank.com. In the event that the Bank determines, in its sole discretion, that it is unable to provide third party network access, the Bank may discontinue the related Online Banking Services(s) or may provide Online Banking Service(s) through alternate third party networks. I understand that the Bank shall have no liability for the unavailability of access during any transition period, and shall give me written notice of any Online Banking Service(s) involving Transfers to or from my Deposit Account(s) being discontinued at least thirty (30) days in advance of such termination, unless such prior notice is otherwise excused by law.

Bookmarking and Linking

I understand that I may create a bookmark in my web browser to the Online Banking Services page. I may not create any link to Online Banking Services without the written approval of the Bank, including, without limitation, a link on a publicly accessible website. I should refer to the Ozona Bank "Terms and Conditions of Use" regarding the Ozona Bank site (available at www.OzonaBank.com) for information regarding permitted links to the Ozona Bank home page.

Disclaimer of Warranties

While the Bank hopes that the Online Banking Services are useful and reliable, I understand that the Bank and its third party service providers cannot and do not make any representation or warranty:

(1) that I will have continuous or uninterrupted access to the Online Banking Services or any of its information, content or functions; (2) that the Online Banking Services will operate on a continuous or uninterrupted basis; or (3) that any information, content or functions will be error-free. BANK AND ITS THIRD PARTY SERVICE PROVIDERS PROVIDE THE ONLINE BANKING SERVICES AND ALL INFORMATION AND CONTENT DELIVERED BY OR THROUGH THE ONLINE BANKING SERVICES TO ME "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. BANK AND ITS THIRD PARTY SERVICE PROVIDERS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, PERFORMANCE, ACCURACY, AVAILABILITY,



CONTENT, FUNCTION, ACCESSIBILITY, NON-INTERRUPTION, NONINFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. BANK AND ITS THIRD PARTY SERVICE PROVIDERS ALSO DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, RELATED TO ANY ADVERTISEMENTS OR WEBSITES IN CONNECTION WITH THE ONLINE BANKING SERVICES. I UNDERSTAND THAT MY SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF THE SERVICE (INCLUDING ANY SOFTWARE OR OTHER MATERIALS SUPPLIED IN CONNECTION WITH THE SERVICE) SHALL BE FOR BANK TO USE COMMERCIALY REASONABLE EFFORTS TO PERFORM AND ADJUSTMENT OR REPAIR OF THE SERVICE.

Indemnification

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, I AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS BANK AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS AND THIRD PARTY SERVICE PROVIDERS, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, FROM AND AGAINST ALL DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BROUGHT BY ANY PERSON ARISING FROM OR RELATING TO MY ACCESS AND USE OF THE ONLINE BANKING SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ALLEGING FACTS THAT IF TRUE WOULD: (1) CONSTITUTE A BREACH BY ME OF THIS AGREEMENT; (2) CONSTITUTE INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF INFORMATION, DATA, FILES OR OTHER MATERIALS SUBMITTED BY ME TO THE ONLINE BANKING SERVICES; (3) CONSTITUTE FRAUD OR MALICIOUS CONDUCT BY ME; (4) CONSTITUTE A VIOLATION BY ME OF ANY LAW OR RIGHTS OF A THIRD PARTY; (5) CONSTITUTE A CLAIM FOR WHICH I HAVE AGREED TO PROVIDE INDEMNIFICATION ELSEWHERE IN THIS AGREEMENT; OR (6) CONSTITUTE A CLAIM FOR DAMAGES FOR WHICH I HAVE AGREED ELSEWHERE IN THIS AGREEMENT THAT BANK IS NOT RESPONSIBLE.

Assignment

I may not assign all or any part of my rights or obligations under this Agreement without the Bank's prior express written consent, which may be withheld in the Bank's sole discretion. The Bank may assign or delegate this Agreement or all or any part of its rights under this Agreement, including without limitation, the performance of Services described herein. This Agreement is binding on and shall inure to the benefit of the successors and permitted assigns of either party.

Proprietary Rights

I understand that other than my materials and account information, all content received through My Ozona Bank Online Banking Services is the exclusive property of the Bank and/or its licensors and is protected by copyright and other intellectual property rights. The trademarks, logos and service marks displayed through the Online Banking Services are the registered and unregistered trademarks of the Bank and/or of third parties with whom the Bank has entered into licensing or other agreements. I understand that under no circumstances may I use, copy, alter, modify, or change these trademarks, logos, and service marks. Nothing available through the Online Banking Services or contained in this Agreement should be construed as granting by implication or otherwise any license or right to use any trademarks, logos, and service marks without the express written permission of the Bank, or the third party which has the rights to such trademarks, logos, and service marks, as appropriate.

Governing Law; Dispute Resolution; Waiver of Jury Trial

I understand that any disputes arising from or related to my accounts shall be governed by federal law and all applicable substantive laws of the State of Texas (without regard to its conflict of laws principles). The Bank is located in Texas and



that is where I opened my account. In addition, the Bank is subject to certain federal and state regulations, as well as national and local clearing house rules regarding some of the matters addressed in this Agreement and the Bank must comply with these laws, regulations, and rules. I agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement. IN THE EVENT OF ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT, BANK AND I SHALL FIRST ATTEMPT IN GOOD FAITH TO PROMPTLY RESOLVE SUCH DISPUTE THROUGH NEGOTIATION. IN THE EVENT OF ANY DISPUTE, I (OR MY AUTHORIZED REPRESENTATIVE) AND BANK SHALL MEET AT LEAST ONCE TO NEGOTIATE IN GOOD FAITH TO RESOLVE THE DISPUTE. IF BANK AND I ARE NOT ABLE TO RESOLVE THE DISPUTE WITH NEGOTIATIONS, THEN BANK AND I AGREE TO SUBMIT THE DISPUTE TO MEDIATION. BANK AND I FURTHER AGREE THAT PARTICIPATION IN MEDIATION IS A CONDITION PRECEDENT TO EITHER BANK OR I PURSUING OR COMMENCING ANY LITIGATION OR OTHER PROCEDURE BEFORE A COURT OR OTHER TRIER OF FACT. EITHER BANK OR I MAY REQUEST MEDIATION UPON WRITTEN NOTICE TO THE OTHER PARTY, AND THE MEDIATION MUST TAKE PLACE WITHIN THIRTY (30) CALENDAR DAYS AFTER THE DATE SUCH NOTICE IS GIVEN. BANK AND I MUST JOINTLY APPOINT A MUTUALLY ACCEPTABLE MEDIATOR.

IF BANK AND I ARE UNABLE TO AGREE UPON THE APPOINTMENT OF A MEDIATOR WITHIN SEVEN (7) CALENDAR DAYS AFTER EITHER BANK OR I HAVE GIVEN NOTICE OF A DESIRE TO MEDIATE THE DISPUTE, BOTH BANK AND I SHALL EACH DESIGNATE A MEDIATOR, AND SUCH MEDIATORS SHALL SELECT A THIRD MEDIATOR WHO SHALL ACT AS THE NEUTRAL MEDIATOR IN ASSISTING BANK AND I IN RESOLVING THE DISPUTE. ALL COSTS, EXPENSES AND FEES WITH REGARD TO ANY MEDIATION SHALL BE DIVIDED EQUALLY BETWEEN BANK AND I, AND BANK AND I SHALL EACH BE SOLELY RESPONSIBLE FOR PAYMENT OF SUCH COSTS, EXPENSES AND FEES. ALL MEDIATIONS SHALL OCCUR IN THE CLOSEST U.S. CITY TO MY PERMANENT RESIDENCE, OR IF MY PERMANENT RESIDENCE IS OUTSIDE OF THE STATE OF TEXAS OR THE U.S., THEN IN SAN ANTONIO, TEXAS. IN THE EVENT THAT THE DISPUTE OR CLAIM IS RESOLVED SUCCESSFULLY THROUGH THE MEDIATION PROCESS, SUCH RESOLUTION WILL BE DOCUMENTED BY A WRITTEN AGREEMENT EXECUTED BY BANK AND ME.

IF THE MEDIATION DOES NOT SUCCESSFULLY RESOLVE THE DISPUTE OR CLAIM, THE MEDIATOR SHALL PROVIDE WRITTEN NOTICE TO BANK AND ME REFLECTING THE SAME, AND EITHER BANK OR I MAY THEN PROCEED TO SEEK AN ALTERNATIVE FORM OF RESOLUTION OF THE DISPUTE INCLUDING BUT NOT LIMITED TO, JUDICIAL PROCEEDINGS. IN ANY JUDICIAL PROCEEDING, EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN LEGAL FEES AND OTHER COSTS, UNLESS OTHERWISE REQUIRED BY LAW. JUDGMENT MAY BE ENTERED UPON ANY AWARD IN ANY COURT HAVING JURISDICTION. IN ADDITION, BOTH BANK AND I HEREBY EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY AND BETWEEN OR AGAINST EITHER BANK OR ME WHEN THE DISPUTE, CONTROVERSY OR CLAIM IS TO BE DECIDED BY A COURT.

Electronic Records Disclosure (E-SIGN Disclosure)

I understand that I must read this Electronic Records Disclosure carefully and keep a copy for my records. In order to register for and use Online Banking Services, and to open any additional Bank accounts online via Online Banking Services (as the Bank may allow), I am agreeing to the electronic delivery of legal disclosures, agreements, instructions, communications, online statements (if I select Online Statement Delivery), and other notices related to such services, and I am also agreeing to electronic delivery for all other legal disclosures, agreements, instructions, and communications relating to my current accounts or any future accounts I have with the Bank. If at some point in the future I no longer want to receive the legal disclosures, agreements, instructions, communications, and online statements (if applicable), then I understand that I may withdraw my consent for electronic delivery of such items, and that I will not be charged any fee for withdrawing my consent, but that doing so will not affect the legal effectiveness, validity, or enforceability of electronic disclosures or records that were made available to me prior to the implementation of my withdrawal of consent for electronic delivery. I also understand that I have the right to request that the Bank provide to me any record that was provided electronically, or any other record, in paper or non-electronic



form, although I am aware that charges and fees for such non-electronic copies may be charged in accordance with the Bank's current fee schedule. To withdraw my consent for electronic delivery, to update my contact information, or to request a paper or non-electronic copy of any record or document, I must either: (1) write to the Bank at Ozona Bank, Online Banking Department, P.O. Box 528, Wimberley, TX 78676; (2) use a method that may be made available to me on the Bank's website (www.OzonaBank.com); or (3) contact Ozona Bank's Online Banking Department at 1-877-847-8250.

My Agreement to These Terms and Conditions

I acknowledge that I am responsible for complying with all terms of this Agreement and the terms governing any Deposit Account(s), Loan Account(s) or any other account(s) which I access using Online Banking Services.

BY CHECKING THE BOX THAT I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS AND BY CLICKING ON THE "CONTINUE" BUTTON BELOW, I AGREE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT I ACCEPT THIS AGREEMENT WITHOUT MODIFICATION, AND THAT I WILL BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT JUST AS IF I SIGNED THE AGREEMENT. FURTHERMORE, I UNDERSTAND THAT BY USING ONLINE BANKING SERVICES I AGREE TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT AND TO SUCH TERMS AND CONDITIONS AS THEY MAY BE AMENDED IN THE FUTURE. IF I DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, I UNDERSTAND THAT I SHOULD NOT CLICK ON THE "CONTINUE" BUTTON AT THE BOTTOM OF THIS AGREEMENT AND THAT I SHOULD NOT USE ONLINE BANKING SERVICES.

(NOTE: The foregoing provisions of the above section are applicable only in the event that I am accepting this Agreement to activate and receive Online Banking Services. If I am reviewing this Agreement for any other reason (for example, prior to signing up for Online Banking Services or as the result of the Bank updating the terms and conditions herein), I understand and acknowledge that there may be no "CONTINUE" button available on this web page.)

I HAVE READ AND AGREE TO THESE TERMS AND CONDITIONS.

Ozona
(325) 392-1300

Wimberley
(512) 847-8200

San Marcos
(512) 754-2600

San Antonio
(210) 319-3500