

Business Bill Pay Agreement

YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS BEFORE YOU USE THIS SERVICE. YOU MAY NOT ACCESS OR USE THE SERVICE WITHOUT FIRST ACKNOWLEDGING YOUR ACCEPTANCE OF THESE TERMS.

Terms and Conditions of the Bill Pay Service

Definitions

"Actual Due Date" is the date on which a payment is due, as reflected on your Payee bill or statement. It is not the late date or grace period date.

"Agreement" means these Terms and Conditions.

"Biller" means a provider of a billing statement that you have requested to receive electronically through the Service.

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

"Direct Check" means a check that we draw against your checking account, payable to your Payee, and signed by us on your behalf.

"Due Date" is the date you enter in the system as the date you want your Payee to receive your bill payment.

"Electronic Payment" means a charge to our Funding Account, for credit to your Payee, that we make electronically, including without limitation by means of the Automated Clearing House (ACH) system.

"Funding Account" is the checking account to which your bill payments will be charged.

"Payee" is the person or entity to which you wish a bill payment to be directed.

"Payment Instruction" is the information you provide to us for a bill payment to be made to a Payee (such as, but not limited to, Payee name, and Payee account number, Processing Date or Due Date).

"Processing Date" is the date on which the payment begins processing. "Provider" means any third party we use to provide the Service to you.

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

"Service" means the bill payment and presentment services described in this Agreement, which is made available and provided by Amegy Bank ("Amegy Bank", "we", "us", or "our").

"Service Website" means www.amegybank.com

Contract Requirements

In order to use the Service, (a) you must be (i) an individual person at least 18 years of age and able to form legally binding contracts under applicable law, or (ii) a corporation, partnership, limited liability company or other entity, (b) you must have a postal mailing address in the United States and a valid and active e-mail address, (c) you must have a valid deposit account with Amegy Bank, and (d) you must be a United States resident. Other restrictions may apply.

Scheduling Payments

You must enter the Due Date for any payment, or specify a payment rule in the system that will automatically establish a Due Date for you. We will use the Due Date you enter to establish a Processing Date, which will be a reasonable number of Business Days prior to the Due Date to allow enough time to complete the payment prior to the Due Date. The Processing Date is typically four (4) Business Days prior to the Scheduled Payment Date (or two (2) Business Days for payments to be made by Electronic Payment). It is your responsibility to select a Due Date so that the payment will arrive by the Actual Due Date specified on the bill or statement. You should specify the Business Day prior to your Actual Due Date if the Actual Due Date falls on a non-Business Day. If a system payment rule calculates a Due Date that falls

Business Bill Pay Agreement

on a non-Business Day, the system will adjust the Due Date to the next earliest Business Day.

Service Guarantee

We will reimburse you for any late payment related charges, up to \$50.00 per late payment, should a payment post after its Actual Due Date, as long as the payment was scheduled in accordance with the guidelines described under "Scheduling Payments" above, and we have issued you a confirmation number for a payment, unless we are not responsible to you for one of the reasons listed below. We may require that you provide us with satisfactory written documentation of any late fees before making reimbursement to you.

We may set a maximum dollar amount for payment and/or refuse to permit any bill payment if we reasonably believe such refusal is necessary or advisable for security reasons.

We are not responsible for any failure to complete or delay in completing any payment due to any of the following:

1. Your Funding Account does not contain sufficient funds to complete the payment.
2. Your Funding Account is closed.
3. The Payee rejects or returns the payment for any reason.
4. Your equipment, software or any communications link is not working properly.
5. The Service is unavailable and you know or we have told you about the problem before you send the Payment Instructions.
6. You have provided us with incorrect information about the Payee you wish to pay.
7. The Payee mishandles or delays handling or posting of any payment we send.
8. Circumstances beyond our control (for example, fire, flood, interference from an outside source, postal delays) prevent or delay the payment from being delivered or completed.

Provided none of the foregoing exceptions are applicable, if we cause funds from your Funding Account to be directed to a payee which does not comply with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Funding Account, and for directing to the proper Payee any previously misdirected payments, and, if applicable, for late payment related charges to the extent described above. Provided none of the foregoing exceptions are applicable, if we duplicate a payment or process a payment for an amount higher than indicated in your Payment Instructions, we will use our reasonable best efforts to recover the overpayment from the Payee. If we can recover an overpayment, we will return the amount of the overpayment to you. If we cannot recover an overpayment from the Payee and if the overpayment caused a credit to your account with the Payee, we will notify you of that fact and you will be responsible to make appropriate arrangements with the Payee to receive a refund of the credit or have it applied against future balances.

THE FOREGOING ARE OUR ONLY OBLIGATIONS TO YOU, AND YOUR EXCLUSIVE REMEDIES, FOR ANY PAYMENT DELAYS, FAILURES OR ERRORS. IN ADDITION, IF YOU DO NOT FOLLOW THESE RULES OR IF YOU DO NOT ALLOW US ENOUGH TIME TO COMPLETE A PAYMENT, YOU ALONE ARE RESPONSIBLE FOR ANY PENALTIES OR LATE CHARGES ON THAT PAYMENT.

Disclosure of Information to Third Parties. We will only disclose information about you to third parties if:

1. it is necessary to complete a payment;
2. it is necessary to verify the existence and condition of your Funding Account;
3. it is necessary to comply with a governmental agency or court order;
4. you give us your written permission;
5. you ask us to assist with posting of a payment at a Payee;
6. it is necessary for activating additional services that you requested; or
7. it is within the guidelines set forth by our privacy policy located at:
<http://www.amegybank.com/privacypolicy/index.aspx>

Usage Limitations, Obligations and Availability. You agree that you will take all necessary precautions to safeguard your user names, logons, passwords and/or other identifying codes for access to the Service (collectively, your "Access ID") and keep them confidential. You are solely responsible for maintaining the confidentiality of your Access ID. If you allow others to use your Access ID to access the Service, you are responsible for all charges incurred under your Access ID, unless otherwise provided under these terms, and you must contact us and change your Access ID in order to terminate any such person's access to the Service. You agree to use the Service only for lawful purposes. You are responsible to provide at your own expense all necessary telephone lines, Internet connection and equipment needed to access the Service. The availability of the Service may be subject to interruption and delay due to causes beyond our

Business Bill Pay Agreement

reasonable control.

Changes to the Service and this Agreement. We reserve the right to change the Service and this Agreement, including fees, in our sole discretion and from time to time. In such event, we will provide notice to you. If you do not agree to any amendments after receiving a notice of the change to the Service or this Agreement, you may stop using the Services and terminate this Agreement as described below. Your use of the Service after you are notified of any change(s) will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material. Such actions may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and or related material and limit access to only the Service's most recent revisions and updates.

Method of Payment. We will make payments for you either (a) by Electronic Payment against your Funding Account, or (b) using a Direct Check drawn on your Funding Account. Funds for payments made by Electronic Payment will be withdrawn from your Funding Account as early as the Processing Date for the payment.

Authority to Charge Your Account. You will designate a Funding Account, and you agree to maintain a balance in the Funding Account that is sufficient to fund all payments you initiate. You represent and warrant that you have the right to authorize us to charge the Funding Account for payments you initiate using the Service, and you will indemnify and hold us harmless from any claims by any other owner of the Funding Account. You also agree that we are not responsible for any overdraft or insufficient funds situation or charge (including, but not limited to, finance charges, late fees or similar charges) caused by your failure to maintain a balance in the Funding Account that is sufficient to fund all payments you initiate. You also authorize us to charge any of your deposit accounts with us in order to fund payments that you initiate using the Service, in the event there are insufficient funds in the Funding Account. You acknowledge that we will charge our standard insufficient funds and/or return check fees for any Direct Check we return. In addition, you agree that we may charge a service fee of \$20.00, in addition to our standard fees for returned Electronic Payments, for any Electronic Payment that we return, including, but not limited to, returns resulting from insufficient funds in your Funding Account, or the fact that your Funding Account is closed. You agree that if there are insufficient funds in your Funding Account, we may (but we are not obligated to) advance the funds to make payment to the Payee. You agree to pay us promptly on our request for any amounts that we have provided to fund any payment we make on your behalf.

Payment Cancellation Requests. You may cancel or edit any Scheduled Payment that is not yet in process by following the directions within the Service, including (a) canceling all of the payments in a scheduled series of recurring payments, or (b) canceling one of a series of scheduled recurring payments, in which event we will thereafter continue to charge your Funding Account for subsequent scheduled recurring payments until the expiration date you set for the payments or the date you cancel all such recurring payments through the Service, whichever occurs sooner. There is no charge for canceling or editing a Scheduled Payment. **ONCE THE SERVICE HAS BEGUN PROCESSING A PAYMENT, IT CANNOT BE CANCELED OR EDITED.**

Stop Payments. Even though the Service has begun processing a Scheduled Payment, you may be able to stop such payment in accordance with the terms of the deposit account agreement governing the Funding Account. This stop payment process is separate and apart from the Service.

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

Restricted Payments. Payments to government agencies, organizations and institutions, and court ordered payments, may be scheduled through the Service, however such payments are discouraged and will be scheduled at your own risk. In no event shall we be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void for these types of payments. We have no obligation to research or resolve any claim resulting from a government or court ordered payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be your sole responsibility.

Electronic Bill Presentment. This feature is for the presentment of electronic bills only. It is your sole responsibility to contact your Billers directly if you do not receive your statements. Under this feature, you may elect to (a) to have us present to you electronically bills that we have received on your behalf, for you to thereafter schedule payments through the Service, or (b) have us schedule payment of bills we have received on your behalf. If you elect to activate one of the Service's electronic bill options, you also agree to the following: You authorize us to contact Billers on your behalf and to receive your billing statements and billing data, including the right to periodically access third party biller Web sites designated by you ("Biller

Business Bill Pay Agreement

Sites"), on your behalf, to retrieve your electronic billing data ("eBill"). You agree that we are your agent for these limited purposes. You represent and warrant to us that you have the authority to appoint us as your agent to receive your billing statements, to view and download your eBills, and to use your name, passwords, usernames and any other information you provide to us for purposes of providing the electronic bill presentment feature to you. You agree that we may use and store this information on our servers. You are responsible for all charges associated with our use of any Biller Site on your behalf and you agree to comply with the terms of use for the Biller Site.

The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of the Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller.

The electronic Biller has the right to cancel the presentment of its electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of the Biller. If you cancel electronic bill presentment with respect to any Biller(s), we will notify the Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Payment Addresses. We reserve the right to change the address of a Payee to whom we send payments, without notification, in the following situations:

1. The information returned by our address cleansing process determines the format of the address does not comply with the USPS standards.
2. We have determined that the address provided is not a valid address for the Payee.
3. The Payee has closed the address, and provided us (via the USPS) with the new address.
4. We have established a relationship with the Payee to send payments to a different address than the one provided in your Payment Instructions or on your eBill.

In all cases, we attempt to act in a way to expedite the proper posting of your payment.

Procedures If Your Access ID Has Been Lost, Stolen, or Compromised or There Has Been Unauthorized Use of Your Access ID. If you believe that your Access ID has been lost or stolen, or that someone is using your Access ID without your permission, notify us IMMEDIATELY in order to minimize your possible losses. The following is our contact information:

Telephone Number: 1-800-287-0301

E-mail Address: amegybizbanking@amegybank.com

Mailing Address:
Amegy Bank Customer Service
P.O. Box 30709
Salt Lake City, UT 84130-0709

If you notify us within four (4) Business Days after you learn of the loss or theft of your Access ID, your maximum liability for unauthorized electronic fund transfers is \$50.00. If you do NOT notify us within four (4) Business Days after you learn of the loss or theft of your Access ID, and we can prove that we could have prevented someone else from using your account had you done so, your maximum liability for unauthorized electronic funds transfer is \$500.00.

If your bank account statement shows payments through the Service that you did not authorize, notify us IMMEDIATELY. If you do not notify us within ninety (90) days after the statement was mailed to you, you may not get back any of the unauthorized payments made after ninety (90) days if we can prove that we could have prevented the unauthorized payments if you told us in time. If a good reason (for example, a hospital stay or a long trip) prevented you from telling us sooner, we may, if we choose, extend this time.

An "unauthorized electronic fund transfer" is an electronic funds transfer conducted by a person who does not have actual, implied, or apparent authority to use your account, and which does not benefit you. If you give your Access ID to another person, all electronic funds transfers initiated by that person are authorized unless and until you notify us that payments by that person are no longer authorized and you change your Access ID.

Business Bill Pay Agreement

In Case of Errors or Questions about a Payment. ALL QUESTIONS ABOUT PAYMENTS MADE THROUGH THE SERVICE OR WITH YOUR ACCESS ID MUST BE DIRECTED TO US. We are responsible for the Service and for resolving any errors in payments made through the Service or with your Access ID.

Your payment transactions will appear on the statements issued by us. SAVE COPIES OF YOUR PAYMENT INSTRUCTIONS AND CHECK THEM AGAINST THE ACCOUNT STATEMENT YOU RECEIVE. If you have any questions about one of these transactions, call or write us at the telephone number indicated below.

Contact us as soon as possible at 1-800-287-0301 you think that a payment shown on the statement for your Funding Account is in error or if you need more information about a payment shown on your statement.

Procedures for Investigating and Resolving Errors Involving Electronic Funds Transfers

If you think your statement is incorrect or you need more information about a payment listed on the statement, we must hear from you no later than ninety (90) days after you received the FIRST statement reflecting a problem or error involving an electronic funds transfer. We will extend this period by a reasonable time if you can show that a delay resulted from your initial attempt to notify us. To contact us about errors or questions or transactions:

1. Telephone us at 1-800-287-0301
2. Write us at: amegybizbanking@amegybank.com

or at: Amegy Bank Customer Service
P.O. Box 30709
Salt Lake City, UT 84130-0709

When you write or call us, you must:

1. Tell us your name and the account number we issued to you at the time you enrolled for the Service.
2. Describe the payment you are unsure about (Payee name, account information, payment date, payment amount) and explain as clearly as you can why you believe it is an error or you need more information. If possible, please provide us with a confirmation number for the payment.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, or by electronic mail through the Service, we may require that you send your complaint in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we receive your complaint and will correct any service error promptly. If we need more time, we may take up to forty-five (45) days to investigate the complaint or question. If we decide to do this, we will recredit the affected account within ten (10) Business Days after we hear from you, for the amount that you think is in error in order that you may have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within ten (10) Business Days, we may not recredit your account.

We will tell you the results within three (3) Business Days of completing our investigation. If we decide that there was no error, we will mail or transmit to you a written explanation within three (3) Business Days after we have completed our investigation, and within ten (10) Business Days of the date of such explanation, we will debit your account of the amount previously re-credited to you for use during the time it took us to complete our investigation. You may ask for copies of documents used during our investigation.

Fees and Additional Charges. Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. Also, there may be a charge for additional transactions and other optional services. You agree to pay fees for the Service as described at the Service Website. Fees for your use of the Service will be calculated and deducted automatically from your Funding Account.

Failed or Returned Transactions. In using the Service, you are requesting that we make payments for you from your Funding Account. If we are unable to complete a payment for any reason associated with your

Business Bill Pay Agreement

Funding Account (for example, there are insufficient funds in your Funding Account to cover the transaction), the payment will not be completed.

Our Right to Refuse to Make Payments. We may refuse to make any payment that we believe to be prohibited by law. If you fail to maintain a balance in the Funding Account that is sufficient to fund any payment that you initiate, we may refuse to make any subsequent payment for as long as we determine to be necessary or appropriate. We also reserve the right and will promptly notify you of our decision to refuse to make any other payment.

Changes to Your Information. You agree to promptly update all your profile information, including, but not limited to, name, physical address, e-mail address and Funding Account information. You may update your e-mail address by clicking on the Profile button in the Service Website. You should also update your e-mail address for our Internet Banking services by going to the Edit Contact Information page of our Internet Banking website. Other profile information, both for the Service and our other Internet Banking services, may be updated by calling customer service at 1-800-287-0301. We are not responsible for any mail we forward to your old mailing or e-mail address prior to receiving updated information from you. All changes made are effective immediately for scheduled and future payments paid based on the updated Funding Account information. We are not responsible for any payment processing errors or fees resulting from your failure to update your information, or if you do not provide accurate Funding Account or contact information.

Term and Termination. In the event you wish to terminate this Agreement and cancel the Service, you may do so by contacting customer service at 1-800-287-0301.

In addition, if either party breaches a material provision of this Agreement, then the other party will have the right to terminate this Agreement immediately. The termination of this Agreement shall not affect any fees or charges already due to us from you.

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

If you do not log-in to the Service or schedule or process a payment via the Service for any 120 day period, the Bank may terminate the Service. If the Bank terminates the Service, your online bill payment information will be lost and all Scheduled Payments will be canceled.

Returned Payments. In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Funding Account.

Disclaimer of Warranty. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THAT THE SERVICE IS PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF AVAILABILITY, RELIABILITY, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Responsibility. THE REMEDIES SET FORTH IN THE SERVICE GUARANTEE SECTION OF THIS AGREEMENT ARE OUR ONLY OBLIGATIONS TO YOU, AND YOUR EXCLUSIVE REMEDIES, FOR ANY PAYMENT DELAYS, FAILURES OR ERRORS. IN NO EVENT WILL WE OR OUR PROVIDERS BE RESPONSIBLE FOR ANY OTHER DAMAGES OF ANY KIND, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY, INCLUDING WITHOUT LIMITATION LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF YOUR USE OF THE SERVICE. IN ANY EVENT, OUR TOTAL, AGGREGATE LIABILITY TO YOU IS LIMITED TO THE AMOUNTS PROVIDED FOR IN THE SERVICE GUARANTEE SECTION OF THIS AGREEMENT AND THE AGGREGATE AMOUNT OF FEES YOU HAVE PAID FOR THE SERVICE DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM.

Indemnity. You agree to defend, indemnify and hold us and our Providers harmless from and against any third party claims, including any damages, costs, expenses and attorneys' fees arising out of your use of the Service, except to the extent that such third party claim is the result of our breach of contract, gross negligence or willful misconduct.

Other Provisions. Neither this Agreement nor any portion hereof shall be assigned, sublicensed or

Business Bill Pay Agreement

otherwise transferred by you without our prior written consent. If any provision of this Agreement is unenforceable, the validity and enforceability of the other provisions shall not be affected. Failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision. This Agreement shall be governed by and construed under the laws of the state that govern your deposit account agreement governing the Funding Account, without regard to conflicts of laws provisions. You hereby consent to the jurisdiction of the state courts and the federal courts within that state with respect to any claim relating to this Agreement. The Disclaimer of Warranty, Indemnity and the Other Provisions sections of this Agreement shall survive the termination of this Agreement.

Entire Agreement. These terms are the entire understanding and agreement between you and us with respect to the Service and supersede any other oral or written agreements.

Authorized Persons. You may authorize one or more individuals to obtain information regarding your use of the Service, in accordance with our procedures. In addition, joint owners of your Funding Account may also enroll in the Service and schedule payments to be charged against the Funding Account. Each joint owner of the Funding Account has full and independent authority to use the Service as if they were the sole owner, and without the consent of or notice to any other joint owner. Such powers include, without limitation, the authority to: (a) view all billing data and pay bills or other obligations of any joint owner; (b) order the payment or transfer of funds from the Funding Account; or (c) close the Funding Account at any time. We may: (a) honor the orders and follow the instruction of any one joint owner, without liability to any other joint owner(s), and without any obligation to give notice to other joint owners, or to inquire whether such other owners consent; (b) honor any payment order from a joint owner even though it may create an overdraft in the Funding Account (and all joint owners are jointly and severally liable for repayment of overdrafts created by any joint owner); and (c) treat any notice required or permitted to be given concerning the Funding Account as being given to all joint owners when such notice is given to any one joint owner.