

# AmegyBank

## PC BANKING SERVICE AGREEMENT

### Agreement and Disclosures

Before using the Amegy Bank PC Banking Service, you must consent to receive disclosures electronically, and read and agree to the PC Banking Service Agreement located below.

#### You Consent to Receive Disclosures Electronically

- Your consent to receive disclosures electronically will cover all transactions you conduct through the PC Banking Service for as long as you remain a subscriber to the Service. These transactions will include all of the services described in the PC Banking Service Agreement located below.
- In order to subscribe to the PC Banking Service and receive disclosures electronically, you must use financial management software that we support (currently Microsoft® Money, or Intuit® Quicken® or QuickBooks®) and have access to the Internet.
- In order to keep notices and disclosures sent to you electronically, you must have the ability to print or save them to your computer. If you do not have a printer capable of printing emails or web pages, click here for instructions on how to save the disclosures.
- Many of the disclosures provided electronically will also appear in your account statement. If you would like a paper copy of any electronic disclosure, you may request one by calling Online Banking Support at 888-500-2960, Monday through Saturday 7:00 a.m. to 9:00 p.m. CT. There will be no additional charge for paper copies of disclosures.
- By accepting and agreeing to the PC Banking Services Agreement below, you consent to receive disclosures as outlined above.

### PC BANKING SERVICE AGREEMENT

This PC Banking Service Agreement (this "Agreement") explains the terms and conditions governing the Amegy Bank PC Banking Service (the "Service") offered through Amegy Bank.

#### AVAILABLE PC BANKING SERVICES

The PC Banking Service (the Service) allows you to perform the following transactions via your personal computer: balance inquiries; verification of deposits and completed transactions; downloading of all cleared items; automatic reconciliation of accounts accessed through PC Banking; transmittal of electronic mail messages; transfers funds between your Amegy Bank accounts; and the use of the bill pay service.

#### CONTRACT REQUIREMENTS

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

#### PROTECTING YOUR ACCOUNT

##### A. Access IDs

The PIN assigned to you for PC Banking is used to provide access to your accounts and may also be used to pay bills or to perform banking transactions through the software (i.e. Quicken® or Money®) on your personal computer. The PIN assigned is not the same Personal Identification Number used for your ATM transactions. In order to assist us in maintaining the security of your Service account, your PIN may be revoked or canceled at any time without giving you prior notice.

You agree that you will take all necessary precautions to safeguard your user names, logons, PINs, and/or other identifying codes for access to the Service (collectively, your "Access IDs") and keep them confidential. You are solely responsible for maintaining the confidentiality of your Access IDs. You also agree not to reveal any of your Access IDs to any person not authorized by you to use the Service. You will be responsible for all actions taken and transactions performed by any person to whom you have given any of your Access IDs, or who otherwise obtained any of your Access IDs through you. You agree to change your Access IDs if you desire to terminate any such person's access to the Service. You also agree to immediately (i) change your Access IDs, and (ii) notify us, if the secrecy of any of your Access IDs is compromised.

**B. If Your Access ID Has Been Lost, Stolen, or Compromised or There Has Been Unauthorized Use of Your Access ID**

If you believe that any of your Access IDs (or any other approved access devices) have been lost or stolen, that someone is using your Access ID without your permission, or that someone has transferred or may transfer funds from your Bank account(s) without your authorization, contact us IMMEDIATELY in order to minimize your possible losses. The following is our contact information:

Telephone Number: 888-500-2960, Monday through Saturday 7:00 a.m. to 9:00 p.m. CT.

Email Address: [amegypfm@amegybank.com](mailto:amegypfm@amegybank.com)

**Mailing Address:**

Amegy Bank N.A.  
Online Banking Support  
TH-A009-5719  
P.O. Box 3016  
Houston, TX 77253-3016

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 IDs 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 IDs.

**C. 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 or transfer 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:

Telephone Number: 888-500-2960, Monday through Saturday 7:00 a.m. to 9:00 p.m. CT.

Email Address: [amegypfm@amegybank.com](mailto:amegypfm@amegybank.com)

**Mailing Address:**

Amegy Bank N.A.  
Online Banking Support  
TH-A009-5719  
P.O. Box 3016  
Houston, TX 77253-3016

When you write or call us, you must:

1. Tell us your name and account number.
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 recredited 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.

#### **D. In Case of Errors or Questions about a Payment or Your Account**

Please contact Our Online Banking Customer Support at 888-500-2960, Monday through Saturday, 7:00 a.m. to 9:00 p.m. CT, in regards to errors or questions about your transfers. ALL QUESTIONS ABOUT BILL PAYMENTS MADE THROUGH THE SERVICE OR WITH YOUR PIN MUST BE DIRECTED TO US. We are responsible for the bill pay service and for resolving any errors in payments made through the bill pay service or with your PIN.

Your bill payment transactions will appear on the statements we issue. 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 888-500-2960 if you think that a bill payment shown on the statement for your Account is in error or if you need more information about a payment shown on your statement

### **INTERNAL TRANSFERS**

#### **A. Internal Transfer Types**

Using the Service, you may transfer funds from any of your checking, money market or savings accounts that are linked to your customer profile at Amegy Bank. Credit cards are not part of the transfer service.

#### **B. Requests for and Cancellation of Transactions**

To enter your transfers or banking transaction requests on your computer, follow your software instructions. Your transfers may be rejected for insufficient funds if funds are not in your account. Please refer to the Funds Availability Policy in our Rules and Regulations Governing Accounts. To cancel any internal transfer, contact us at 888-500-2960, Monday through Saturday, 7:00 a.m. to 9:00 p.m. CT.

#### **C. Transfer Limitations**

Internal transfers between your linked accounts are subject to the transfer limits within your software. You may only request that transfers be processed when funds will be available in the relevant account the day you request the transfer. Please refer to the Funds Availability Policy in our Rules and Regulations Governing Accounts. You agree not to initiate a transaction that would cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you agree to pay us the amount of any resulting overdraft upon request. As a result of overdrawing your account, insufficient funds fees, which are governed under your account terms, will be applied to your account. You authorize us to

debit any such amounts, or the amount of service fees you owe us, against your Amegy Bank accounts. You are responsible for maintaining available balances in your accounts that you are transferring from.

Use of your PIN will be considered the same as your written signature in authorizing us to charge your account the fees for using the Services and to complete any transaction or request you have communicated to us through your computer. Refer to the terms governing your deposit account(s) and our current fee schedule for specific account fees and details.

#### **D. Transfer Documentation**

Details of your transfers will be available through the Service using your software, and will also be listed on your regular account statements.

### **BILL PAY**

If you choose to enroll in Bill Pay with PC Banking, then the provisions contained in paragraphs A. through M. below will govern your and our rights, responsibilities and liabilities with respect to bill pay transactions.

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

#### **B. 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 Account does not contain sufficient funds to complete the payment.
2. Your 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 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 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 CONNECTION WITH THE BILL PAYMENT SERVICE. 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. 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 BILL PAY SERVICE. IN ANY EVENT, OUR TOTAL, AGGREGATE LIABILITY TO YOU IS LIMITED TO THE AMOUNTS PROVIDED FOR IN THIS SERVICE GUARANTEE SECTION OF THIS AGREEMENT

#### **C. Method of Payment**

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

#### **D. Authority to Charge Your Account**

You will designate an Account, and you agree to maintain a balance in the 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 Account for bill payments you initiate, and you will indemnify and hold us harmless from any claims by any other owner of the 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 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 bill payments that you initiate, in the event there are insufficient funds in the 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 Account, or the fact that your Account is closed. You agree that if there are insufficient funds in your 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.

#### **E. 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 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 BILL PAYMENT, IT CANNOT BE CANCELED OR EDITED.

#### **F. 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 agreement governing the Account. This stop payment process is separate and apart from the Service.

#### **G. Prohibited Payments**

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

## **H. 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, misposted or misdirected payments will be your sole responsibility.

## **I. 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 Payee bill or statement.

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

## **J. Failed or Returned Transactions**

In using the bill payment service, you are requesting that we make payments for you from your Account. If we are unable to complete a payment for any reason associated with your Account (for example, there are insufficient funds in your Account to cover the transaction), the payment will not be completed.

## **K. Our Right to Refuse to Make Payments**

We may refuse to make any bill payment that we believe to be prohibited by law. If you fail to maintain a balance in the Account that is sufficient to fund any payment that you initiate, or if a payment is returned for any other reason, 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.

## **L. Returned Payments**

In using the bill pay service, you acknowledge that Payees and/or the United States Postal Service may return payments 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. We will use reasonable efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Account.

## **M. Authorized Persons**

You may authorize one or more individuals to obtain information regarding your use of the bill pay service, in accordance with our procedures. In addition, joint owners of your Account may also enroll for our bill pay services and schedule payments to be charged against the Account. Each joint owner of the Account has full and independent authority to use our bill pay services as if they were the sole owner, and without the consent of or notice to any other joint owner. Such powers may 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 Account; or (c) close the 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 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 Account as being given to all joint owners when such notice is given to any one joint owner.

## **FEES**

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 account. Fees are defined on the Service Website:

[http://www.amegybank.com/small\\_business/sbob.aspx](http://www.amegybank.com/small_business/sbob.aspx)

#### **PRIVACY POLICY**

We will only disclose information about you to third parties if:

1. it is necessary to complete a bill payment;
2. it is necessary to comply with a governmental agency or court order;
3. you give us your written permission;
4. you ask us to assist with posting of a bill payment at a Payee;
5. it is necessary for activating additional services that you requested; or
6. it is within the guidelines set forth by our privacy policy.

You may review Amegy Bank's privacy policy by visiting

<http://www.amegybank.com/privacypolicy/index.aspx>

#### **GENERAL**

##### **A. Use Limitations**

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 reasonable control.

##### **B. Changes to the Service and Amendments to this Agreement**

We reserve the right to change the Service and amend any of the terms and conditions of this Agreement, including fees, in our sole discretion and from time to time. In such event, we will provide notice to you as required by applicable law, unless an immediate change is necessary to maintain the security of the Service or system. If you do not agree to any change or amendment after receiving a notice of the change or amendment 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 or amendment will constitute your agreement to such change or amendment. 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.

##### **C. Other Provisions**

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

##### **D. 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.

#### **E. 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.

#### **F. Limitations of Liability**

THE REMEDIES SET FORTH IN THIS AGREEMENT ARE OUR ONLY OBLIGATIONS TO YOU, AND YOUR EXCLUSIVE REMEDIES, FOR ANY TRANSFER OR 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 AGGREGATE AMOUNT OF FEES YOU HAVE PAID FOR THE SERVICE DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM.

#### **F. Changes to Your Information**

You agree to promptly update all your profile information, including, but not limited to, name, physical address, email address and Account information. You may update your email address by clicking on the Update Your Profile link under the Administration tab. You should also update your email address for your Online Banking services by clicking on the Edit Contact Information link under the Preferences tab. Other profile information, both for the Service and our other Online Banking services, may be updated by calling Online Banking Support at 888-500-2960, Monday through Saturday 7:00 a.m. to 9:00 p.m. CT. We are not responsible for any mail we forward to your old mailing or email address prior to receiving updated information from you. All changes made are effective immediately for scheduled and future payments paid based on the updated 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 Account or contact information.

#### **G. Governing Law**

This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent there is no applicable federal law or regulation, by the laws of the State of Texas.

#### **H. Equipment**

You are responsible for obtaining, installing, and maintaining the operation of all computer hardware and software necessary for the performing PC Banking. Amegy Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

#### **I. Amending or Terminating This Agreement**

If you do not access your accounts via the PC Banking Service for any six (6) month period, your service will be disconnected without notice. We may cancel this Agreement for any other reason, at any time, upon notice to you, which may be delivered in writing or via email to your email address reflected in our Service records. In the event you wish to terminate this Agreement and cancel the Service, you may do so by contacting Online Banking Support at 888-500-2960, Monday through Saturday 7:00 a.m. to 9:00 a.m. CT. 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 by giving notice to the party in breach. If the Agreement is cancelled by either party, you may no longer use the Services. The termination of this Agreement shall not affect any fees or charges already due to us from you. Any bill 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.

#### **J. Contents of Agreement**

This Agreement is in addition to our Rules and Regulations Governing Accounts. This Agreement, together with our Rules and Regulations Governing Accounts constitute the complete and entire agreement between you and Amegy Bank, relating to the subject matter of this Agreement. If there is a conflict between this Agreement and our Rules and Regulations Governing Accounts, the terms of this Agreement shall control.

#### **DEFINITIONS**

When used in this Agreement, the following terms have the following meanings:

<b>Account:</b>	The deposit account from which your bill payments and service fees will be paid, as designated on the PC Banking Enrollment Form we received from you.
<b>Actual Due Date:</b>	The date on which a bill payment is due, as reflected on Payee bill or statement. It is not the late date or grace period date.
<b>Biller</b>	A provider of a billing statement that you have requested to receive electronically through the Service.
<b>Business Day:</b>	Monday through Friday, excluding State and Federal Reserve holidays.
<b>Our Rules and Regulations Governing Accounts:</b>	The terms and conditions, disclosures and fee schedules that govern your checking, money market, savings or credit card accounts at Amegy Bank, as they may be amended from time to time.
<b>Direct Check:</b>	A check that we draw against your checking account for a bill payment, payable to your Payee, and signed by us on your behalf.
<b>Due Date:</b>	The date you enter in the system as the date you want your Payee to receive your bill payment.
<b>Electronic Payment</b>	A charge to your Account for a bill payment, for credit to your Payee, that we make electronically, including without limitation by means of the Automated Clearing House (ACH) system.
<b>Payee:</b>	The person or entity to which you wish a bill payment to be directed.
<b>Payment Instruction:</b>	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).
<b>PIN:</b>	The personal identification number, which is the security code that is issued to you to identify you as an authorized user of the Service.
<b>Processing Date:</b>	The date on which a bill payment begins processing.
<b>Provider:</b>	Any third party we use to provide Service to you.
<b>Scheduled Payment:</b>	A bill payment that has been scheduled through the Service but has not begun processing.
<b>Statement:</b>	The periodic account statement you receive which identifies the transactions you have performed.
<b>Writing:</b>	An original paper document, or an electronic message transmitted through your computer (e.g., an email) if you receive back an electronic message from us which confirms our receipt of your electronic message.