



## INTERNET BANKING SERVICES AGREEMENT

### AGREEMENT AND DISCLOSURES

Before using our online banking services, you must consent to receive disclosures electronically, either online or via E-Mail, and read and agree to the Internet Banking Services Agreement located below.

- Your consent to receive disclosures electronically will cover all online banking services you subscribe to and all online banking transactions you conduct, for as long as you remain a subscriber to the Bank's online banking services. These services and transactions will include all of the services described in the Internet Banking Services Agreement set forth below, and to Bill Pay, External Account Transfers and any other online banking services you agree to by separate agreement. You may withdraw your consent to receive disclosures electronically by notifying us at 1-888-500-2960, in which case your Internet Banking Services Agreement will be terminated and you will not be able to conduct online banking transactions.
- In order to subscribe to the Bank's online banking services and receive disclosures electronically, you must use a commonly accepted and recent version of an HTML 4.0 compliant Internet browser that supports 128-bit SSL encryption. If your computer does not have one of these browsers, you can download the latest version of Microsoft Internet Explorer [here](#) or Mozilla Firefox [here](#).
- 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 E-mails or webpages, you may call 1-888-500-2960 for instructions on how to save the disclosures.
- Through online banking services, we provide disclosures electronically. Many of those disclosures will also appear in your account statement. If you would like a paper copy of any electronic disclosure, you may request one by calling our Customer Service Center at 1-888-500-2960. There will be no additional charge for paper copies of disclosures. You agree to notify us immediately of any change in your E-mail address either through the online banking service, or by calling us at 1-888-500-2960.
- By accepting and agreeing to the Internet Banking Services Agreement below, you consent to receive disclosures as outlined above. To revoke this consent, you must call us at 1-888-500-2960.

### 1. INTERNET BANKING SERVICES AGREEMENT

This Internet Banking Services Agreement (this "Agreement") explains the terms and conditions governing your use of our Online Banking Services. The terms "our," "we," "us," and "Bank," refer to Amegy Bank N.A. The terms "you" and "your" refer to the Personal Customer or the Business Customer entering into this Agreement for Online Banking Services. Definitions for other capitalized terms used herein can be found at the end of this Agreement.

### 2. AVAILABLE ONLINE BANKING SERVICES

With Online Banking Services, you may enroll your loan, credit card and deposit accounts as Eligible Accounts and may then access those Eligible Accounts to obtain balances, transaction history and other information. You may also conduct the types of transfers described under "TRANSFERS" below.

You may also use Bill Pay, and certain other electronic banking services by agreeing to separate agreements for those services. The Bank may, from time to time, offer and introduce new electronic banking services, and will notify you of the existence of these new products and services. All of these current and future services will be governed by the terms of this Agreement.

### **3. PROTECTING YOUR ACCOUNT**

#### **A. Preventing Misuse**

Protect Your Password - Your Password is used to gain access to the Online Banking Services and should be kept confidential at all times. For your protection, we recommend that you change your Password regularly. It is recommended that you memorize this Password and do not write it down. You are responsible for keeping your Password, account numbers and other account data confidential.

#### **B. Your Liability for Unauthorized Transfers**

If you believe your Login ID, your Password, your ATM Personal Identification Number, or any other approved access devices have been lost or stolen, or that someone has transferred or may transfer funds from your Bank account without your authorization, contact us AT ONCE at 1-800-287-0301. For a complete description of your and the Bank's responsibilities and liability with respect to unauthorized transactions, review the appropriate sections of the Bank's Deposit Agreement Terms and Conditions.

#### **C. In Case of Errors or Questions About Your Account**

Please contact our Customer Service Center at 1-888-500-2960 in regards to errors or questions about your transfers. Refer to the section in the Bank's Deposit Agreement that outlines how errors and questions on electronic funds transfers are processed.

To contact us by mail:

ZFNB  
ATTN: 581-C  
P.O. Box 30709  
Salt Lake City, UT 84130-0709

### **4. ACCESSING YOUR AMEGY BANK ACCOUNTS**

#### **A. Requirements**

You may access an Eligible Account through our website at [www.amegybank.com](http://www.amegybank.com). To access your Eligible Account(s) through the Internet, you must have an established Internet E-mail address and an appropriate Internet secure browser installed.

#### **B. Electronic Mail**

Sending E-mail is one way to communicate with the Bank. You may use E-mail to ask general questions and to provide feedback to the Bank. However, you cannot use E-mail to initiate transactions on your Eligible Account(s).

### **C. New Services**

Amegy Bank N.A. may, from time to time, offer and introduce new Internet services. The Bank will notify you of the existence of these new products and services. By using these services when they become available, you agree to be bound by the rules, which will be communicated to you, concerning these services.

### **D. Fees**

There are no fees for accessing your account(s) through the Internet. However, fees, as described in the applicable product or Account Disclosure and Fee Schedule, may apply to services ordered online and to transfers from a credit account.

Please note that fees may be assessed by your Internet Service Provider (ISP).

## **5. TRANSFERS**

### **A. Types of Transfers Allowed**

Within the Transfer area of the Website, you can transfer funds from your Deposit Accounts (a) to your other Deposit Accounts or to another person's account at the Bank (Internal Transfers), or (b) to your Loan Accounts (Internal Payments). You may also be able to transfer funds from eligible loans or credit cards to your deposit accounts (Internal Advances).

You may make Internal Transfers to another person's account only if you know the account number. These Internal Transfers are limited as to amounts: the aggregate amount of all Internal Transfers from a Deposit Account to other persons' accounts may not exceed \$1,000 on any single day. This type of Internal Transfer CANNOT be canceled once it has been submitted. Be certain that you enter in the correct destination account information as these transfers will not be recoverable if you make any input errors.

Internal Payments will be credited to the designated Loan Account as a regular payment. Please refer to your Loan Account's agreement(s) for information on how regular payments are applied. For some Loan Accounts you may be permitted to make principal-only payments. (Which Loan Accounts will accept principal-only Internal Payments is subject to change from time to time without prior notice and will be reflected in the features available each time you log in to Internet Banking.) Principal-only payments will not satisfy scheduled payment due requirements. Prior to making a payment to payoff a Loan Account, please contact our Customer Service Center to obtain the payoff amount. We cannot guarantee that estimated payoffs will satisfy the loan terms.

### **B. Availability of Funds and Cut-Off Times**

Our Business days are Monday through Friday, except for federal and state legal holidays.

Internal Transfers and Internal Payments entered before the daily cut-off time, which is 9:00 p.m. Central Standard Time on any Business Day, will be processed on that day, and available balances in your Deposit Account(s) will be adjusted immediately and available for subsequent (a) ATM transactions, (b) Debit Card transactions, (c) withdrawals at the branch teller, and (d) payment of checks or other debits as applicable to your Deposit Account(s).

Internal Transfers, Internal Payments and Internal Advances entered after the daily cut-off time, or not on a Business Day, will be posted to your Eligible Accounts the next Business Day.

However, available balances in your Deposit Account(s) are adjusted immediately and available for subsequent (a) ATM transactions and (b) PIN-based Debit Card transactions.

Any Internal Transfer to a Deposit Account may require up to one full business day before the funds are available for subsequent non PIN-based Debit Card transactions.

#### **C. Canceling an Internal Transfer or Internal Payment**

You may schedule one-time and recurring Internal Transfers, Internal Payments, or Internal Advances. You may cancel any one-time or recurring Internal Transfer, Internal Payment or Internal Advance if you do so within one day prior to the scheduled transaction processing date. Scheduled one-time and recurring Internal Transfers or Internal Payments can only be canceled by placing a request through the Website, or by calling the Customer Service Center. You may NOT cancel any immediate Internal Transfer, immediate Internal Payment, or Internal Advance. (An "immediate" transaction is one that you schedule to be made immediately at the time of your instruction.)

#### **D. Insufficient Funds**

If your Eligible Account has insufficient funds to complete all of the day's transactions (including ATM withdrawals, preauthorized transactions, Internal Transfers, Internal Payments, and bill payments, etc.) that will process for a given business day, then certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority. If an Internal Transfer or Internal Payment would result in an overdraft of your Eligible Account, the Bank may, in its sole discretion, honor the transaction and create the overdraft, or cancel the transaction.

In addition, you will be charged any overdraft fees that apply to your accounts.

### **6. MYALERTS**

The MyAlerts service allows you to request E-mail messages notifying you of events and information of interest to you. We will deliver the MyAlerts messages that you have requested to your secure mailbox within the Website, and, if you choose, to any E-mail address you designate.

We may from time to time include in MyAlerts messages information about new products and services. Your receipt of information about any products or services is not a guarantee that you qualify for the products or services described. In order to obtain any of the products or services, it is necessary that you qualify in accordance with the terms of any particular product or service.

If you elect to have MyAlerts delivered via E-mail, they will be delivered unencrypted. There are risks to unencrypted E-mail. In MyAlerts delivered via E-mail, we will send information about your accounts to the E-mail address you select. You may assign a "nickname" to each of your Eligible Accounts. You should not use the account number as the nickname. If you choose to receive account-specific messages, your actual balance and transaction information may appear in your MyAlerts E-mail messages. Unencrypted E-mail sent via the Internet, is potentially vulnerable to unauthorized persons. The Bank makes no assurances that unauthorized person(s) will not be able to gain access to this information. By agreeing to accept MyAlerts E-mail messages, you agree to hold harmless the Bank, its affiliates, and their respective directors, officers and employees should any MyAlerts E-mail message be read by any unauthorized person.

## 7. **WEBCONNECT**

Through the Website, you may access and download account information from your Eligible Accounts using personal banking software. You are responsible for obtaining and maintaining such personal banking software, and the Bank shall not be liable for incorrect information or misapplication of information resulting from the downloading process or the use of such personal banking software.

## 8. **STOP PAYMENT**

You may stop payment on a single check through the Website. If you would like to stop payment on a series of checks, you may do so by contacting an Amegy Bank N.A. branch.

You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

## 9. **FEES**

There are no fees for accessing your Eligible Accounts or for making Internal Transfers or Internal Payments as provided in this Agreement. However, fees may be assessed (a) as described in the applicable product or account disclosure statement or fee schedule (including applicable transfer fees), or (b) for products and services purchased online. Please note that fees may be assessed by your Internet service provider. In addition, you will be responsible for any telephone charges incurred for accessing your accounts through Online Banking Services.

## 10. **DOCUMENTATION**

Details of your transfers will be available online through the Online Banking Services and listed on your regular account statements.

## 11. **GENERAL**

### A. **Our Liability**

Except as specifically provided for in this Agreement or where the law requires a different standard, you agree that the Bank shall not be responsible for any loss, whether caused by the Bank, by equipment or software, by Internet service providers, or by any agent or subcontractor of any of the foregoing. The Bank shall not be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or

maintenance of equipment or software. The Online Banking Services are provided "as is", and we do not make any warranties of any kind, either express or implied, including without limitation any warranties of merchantability or fitness for a particular purpose.

#### **B. Changes to Fees or Other Terms**

We reserve the right to change the fees for Online Banking Services, or otherwise modify and amend the Online Banking Services as described in this Agreement, at any time. We will notify you online, or send a notice to you at the address shown on our records, or send you an E-mail notice, of any changes, modifications or amendments by (a) sending a notice to you at the address shown on our records, (b) sending you an E-mail notice, or (c) notifying you online by the My Alerts, securing messaging or other electronic message capability within Online Banking Services, which notice shall be deemed given when sent or made available online, regardless of when you retrieve the notice. All notices regarding changes in fees will be provided at least thirty (30) days in advance of the effective date of the change, notices of all other modifications or amendments will be provided at least thirty (30) days in advance, unless an immediate change is necessary to maintain the security of the system. If an immediate change is made, and it cannot be disclosed prior to the change without jeopardizing the security of the system, we will provide you with notice within thirty (30) days after the change. As always, you may choose to accept, or decline the changes. By continuing to use the Online Banking Services to which any notice relates, you are accepting the changes. Changes to fees applicable to specific Eligible Accounts are governed by the applicable Account Agreement(s).

#### **C. Termination**

The Bank reserves the right to terminate this Agreement and your access to Online Banking Services in whole or in part, at any time without prior notice. If you do not access any of your Eligible Accounts via Online Banking Services for any consecutive ninety-day (90) period, all of your Online Banking Services (including without limitation MyAlerts) may be disconnected without notice. Those provisions of this Agreement which, by their nature, are intended to survive the termination of this Agreement shall survive such termination.

#### **D. Payment Account**

You may be asked to designate a payment account for selected services (such as Bill Pay). You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize the Bank to charge the account that you have designated as the payment account. If you close the payment account, you must notify the Bank and identify a new payment account for the selected services.

#### **E. Equipment Necessities**

You are solely responsible for obtaining all hardware, telecommunications equipment, and software that is required to use Online Banking Services.

#### **F. Hold Harmless and Indemnification**

Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your Eligible Account you waive any claim against the bank and agree to indemnify and hold us, our directors, officers, employees, affiliates, and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with the performance of the Online Banking Services. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Online Banking Services by you or your authorized representative.

#### **G. Limitations on Warranties and Damages**

The Bank makes the Online Banking Services available without any warranty of any kind whatsoever, including fitness for any particular purpose. The Bank does not guarantee uninterrupted, secure, or error free operation of Online Banking Services. Without limiting the generality of the foregoing, the Bank does not provide and specifically disclaims any warranty that any MyAlerts messages will be delivered at the times requested or that the information contained is accurate. The Bank obtains the information contained in the MyAlerts service from sources which the Bank considers reliable but does not warrant the accuracy of any such information. In no event shall the Bank be liable for lost profits or special, incidental or consequential damages arising out of or in connection with Online Banking Services, even if you have given us prior notice of the possibility of such damages.

#### **H. Governing Law**

This Agreement will be governed by and interpreted in accordance with Federal law and regulations, and by the laws of the State of Texas.

#### **I. Contents of Agreement**

This Agreement is in addition to the Account Agreement(s) governing your Eligible Accounts. This Agreement, together with the Account Agreement(s), constitute the complete and entire agreement between you and the Bank, relating to the subject matter of this Agreement. If there is a conflict between this Agreement and the Account Agreement(s), the terms of this Agreement shall control.

#### **J. Resolving Disputes**

Disputes regarding Online Banking Services will be resolved by the dispute resolution provisions in Amegy and You, Our Rules and Regulations Governing Accounts Agreement(s), as amended from time to time.

#### **K. Definitions**

The following terms shall have the meanings indicated:

**Account Agreement:** All agreements and disclosures specifically governing your Deposit Accounts or Loan Accounts, including without limitation the Deposit Agreement and any applicable applications, fee brochures, disclosure statements, promissory notes, and loan agreements.

**Business Day:** Each day, Monday through Friday, excluding federal and state of Texas legal holidays.

**Business Customer:** Any (a) corporation, partnership, limited liability company or other corporate entity, or (b) any trust or individual(s) that have enrolled deposit or loan accounts for Online Banking Services under the Bank's procedures for business accounts.

**Deposit Account:** Any of your checking, savings or other deposit accounts with the Bank that you have enrolled as an Eligible Account.

**Deposit Agreement:** The Bank's standard agreement governing deposit accounts, as it may be amended from time to time.

**Eligible Account:** Any of your deposit or loan accounts with the Bank that you have enrolled, in accordance with the Bank's procedures, to make such accounts accessible through Online Banking Services. Some types of deposit and loan accounts cannot be enrolled. Which types of account that can be enrolled is subject to change from time to time without prior notice. Such changes will be reflected in the features available each time you log in to Internet Banking.

**E-mail:** Electronic mail delivered through the Internet.

**Internal Advance:** Any transfer from a Loan Account to a Deposit Account as provided under "TRANSFERS" above.

**Internal Payment:** Any transfer from a Deposit Account to a Loan Account as provided under "TRANSFERS" above. Payments made by other methods-such as payments at a branch, mailed payments, and payments through Bill Pay-are not considered Internal Payments.

**Internal Transfer:** Any transfer of funds from any of your Deposit Accounts to (a) any of your Deposit Accounts, or (b) any account of another person at the Bank, as provided under "TRANSFERS" above.

**Loan Account:** Any of your overdraft protection accounts (e.g., Reddi-Credit, Reddi-Reserve or Cash Reserve accounts), credit card accounts or other loans with the Bank that you have enrolled as an Eligible Account.

**Online Banking Services:** The Bank's electronic banking services described in this Agreement, including without limitation Bill Pay, and other electronic banking services that may in the future be offered by the Bank, either under this Agreement or under a separate agreement that refers to this Agreement.

**Password:** Any password or passphrase that the Bank provides or you establish for access to the Website, or for access to, or authentication or approval of, any specific Online Banking Services or online transaction(s).

**Personal Customer:** One or more individuals (or a trust) who own deposit accounts and/or loan accounts at the Bank and are not a "Business Customer" as defined above.

**Website:** The Bank's current or future Internet Website, and all related web pages, for offering Online Banking Services, enrolling Eligible Accounts and/or performing, authorizing or canceling any specific Online Banking Service transaction. The current Website is located at <http://www.amegybank.com>

NOTICE: IF YOU ARE A SMALL BUSINESS ONLINE BANKING CUSTOMER, YOUR USE OF OUR ONLINE BANKING SERVICES IS ALSO GOVERNED BY THE TERMS CONTAINED IN OUR BUSINESS INTERNET BANKING AGREEMENT. IN ORDER TO REVIEW THE TERMS OF OUR BUSINESS INTERNET BANKING AGREEMENT AND TO PRINT A COPY FOR YOUR RECORDS, CLICK ON THE "SERVICES" TAB. ON THE "SERVICES" PAGE, CLICK ON "AGREEMENT CENTER", AND THEN CLICK ON "AMEGY BANK BUSINESS INTERNET BANKING AGREEMENT". YOUR ENROLLMENT IN OUR ONLINE BANKING SERVICES AND YOUR ACCEPTANCE OF THESE TERMS ALSO EVIDENCES YOUR ACCEPTANCE OF THE TERMS OF THE BUSINESS INTERNET BANKING AGREEMENT.

CN0901