



BILL PAYMENT SERVICES – TERMS AND CONDITIONS

You ("Customer", "you" or "your"), request that PlainsCapital Bank, a Texas state banking association, together with its successors and assigns, ("Bank", "we", "us", or "our") provide bill payment services (the "Service") in connection with your PlainsCapital Bank Commercial Deposit Account(s) or Personal Deposit Account(s), where applicable (individually and collectively, the "Account(s)"). You acknowledge receipt of our PlainsCapital Bank Commercial Deposit Account Agreement and/or our PlainsCapital Bank Consumer Deposit Account Agreement where applicable (the PlainsCapital Bank Commercial Deposit Account Agreement and the PlainsCapital Bank Consumer Deposit Account Agreement are referred to herein collectively as the "Deposit Agreement"). These terms and conditions, as well as the terms and conditions contained within the Deposit Agreement, as each may be modified or amended from time to time, contain the terms and conditions governing our provision of the Service to you, and any of your subsidiaries or affiliates on whose behalf you are acting. By clicking "I AGREE" below, you agree to be bound by such terms and conditions.

1. Definitions. Unless otherwise defined herein, the following definitions shall apply:

- a. "Agreement" means these terms and conditions, as set forth herein, as well as the terms and conditions contained within the Deposit Agreement, as each may be modified or amended from time to time.
- b. "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be. A Biller may also be referred to as a "Payee" in the payment system.
- c. "Billing Account" is the checking account from which all Service fees will be automatically debited, which may be the same as the Account(s) and/or the Payment Account.
- d. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays.
- e. "Customer Service Hours" are on Business Days between the hours of 8:00 a.m. and 6:00 p.m. Central.
- f. "Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.
- g. "Deliver by Date" is the estimated date by which your payment will reach your Biller, as calculated by the payment system.
- h. "Force Majeure Event" is an event beyond the reasonable control of a party, which would preclude such party from performing its obligations under this Agreement, including but not limited to acts of God, shortages of labor or materials, strike, riot, delay in delivery, terrorism, fluctuations or non-availability of electrical power or telecommunications equipment, regulations or restrictions.
- i. "Mobile Bill Pay" is a service that is offered within the PlainsCapital Bank – Mobile Banking App. The Mobile Bill Pay service allows limited access to the end users' online bill payment profile within the convenience of the Mobile Banking App.
- j. "Payment Account" is the checking account from which bill payments will be debited, which may be the same as the Account(s) and/or the Billing Account. The payment account can also be referred to as "Pay From."
- k. "Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Process Date).
- l. "PlainsCapital Bank – Mobile Banking App" is a mobile device app that offers various banking services through the mobile device. The PlainsCapital Bank – Mobile Banking App is available for download for the Apple iPhone, iPad, Android phones and Tablets.
- m. "Process Date" is the date we initiate a payment from your Payment Account.
- n. "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.
- o. "Service" means the bill payment service offered by us through our third-party service provider.

2. Payment Scheduling.

a. **Single Payments.** A single payment will be processed on the Business Day that you designate as the payment's Process Date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently 8:00 p.m. Central Time.

A single payment submitted after the cut-off time on the designated Process Date will be processed on the next Business Day. If you designate a non-Business Day as the Process Date, the payment will be processed on the first Business Day following the Process Date.

b. **Recurring Payments.** When a Recurring Payment is processed, it is automatically rescheduled by the payment system. Based upon your selected frequency settings for the payment, a Process Date is calculated for the next occurrence of the payment. If the automated Process Date is a non-Business Day, it will process on the first Business Day after the automated Payment Date

c. **Deliver By Date.** The payment system will calculate the Deliver By Date of your payment. This is only an estimate, so please allow sufficient time for your payments to reach your Biller. There are several factors that may affect the payment arrival date, including, but not limited to, Biller location, weekends and holidays, and payment method.

d. **When We Debit Your Account.** Electronic payments are debited on the Process Date. Checks are debited when they clear your Payment Account.

3. Payment Authorization and Payment Remittance. By providing us with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the payment system. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Biller directives.

When we receive a Payment Instruction, you authorize us to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Deliver By Date designated by you. You also authorize us to credit your Payment Account for payments returned to us by the United States Postal Service or Biller.

We will use our best efforts to make all of your payments properly. However, we shall incur no liability if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

a. If, through no fault of Bank your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;

b. The payment processing center is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;

c. You have not provided us with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,

d. Circumstances beyond our control, including a Force Majeure Event, prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

e. Payments which require additional documentation, including, but not limited to, court-ordered payments, tax payments, and other government fees.

Provided none of the foregoing exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Payment Account or cause funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

4. Payment Methods. We reserve the right to select the method in which to remit funds on your behalf to your Biller. These payment methods are electronic payment or paper check.

5. Payment Cancellation Request. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the payment system. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment it cannot be cancelled or edited within the service; therefore, a stop payment request must be submitted. If your initial stop payment request is not submitted in writing, we may require you to present such



request in writing within fourteen (14) days. Once a bill payment has been debited from your Payment Account and the bill payment has been processed, you cannot cancel or stop the bill payment.

6. Prohibited Payments. Payments to Billers outside of the United States or its territories are prohibited through the Service. Payments over \$50,000.00 through Consumer Online Banking, and payments over \$200,000.00 through Business Online Banking, are prohibited through the Service.

7. Bill Delivery and Presentment. This feature is for the presentment of electronic bills only, and it is your sole responsibility to contact your Billers directly if you do not receive your Biller statements. In addition, if you elect to activate one of the Service's electronic bill options, you also acknowledge and agree to the following:

a. **Information Provided to Biller.** We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use another person's information to gain unauthorized access to such other person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

b. **Activation.** Upon activation of the electronic bill feature we may notify the Biller of your request to receive electronic billing information. 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 each Biller. Additionally, the ability to receive a paper copy of your Biller statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

c. **Authorization to Obtain Bill Data.** Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

d. **Notification.** We will use our best efforts to present all of your electronic bills promptly. In addition to notification within the Service, we may send an email notification to the email address you provide. In the event you do not receive notification, it is your responsibility to periodically log on to the Service and check the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

e. **Cancellation of Electronic Bill Presentment.** The electronic Biller reserves the right to cancel the presentment of 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 each Biller. 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.

f. **Non-Delivery of Electronic Bill(s).** You agree to hold us harmless should the Biller fail to deliver your Biller statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

g. **Accuracy and Dispute of Electronic Bill.** We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

8. Password and Security. You agree not to give or make available your password or other means of access to the Service to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access the Service has been lost or stolen, or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us IMMEDIATELY by calling (866) 762-8392 during Customer Service Hours.

9. Other Liability.

- a. You will be responsible for any bill payment request or Payment Instruction you make that contains an error or is a duplicate of another bill payment request or Payment Instruction.
- b. We are not responsible or liable for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
- c. We are not responsible or liable for any failure to make a bill payment if you fail to promptly notify us after you learn that you have not received credit from a Biller for a bill payment.
- d. We are not responsible or liable for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.

10. Errors and Questions. In case of errors or questions about your transactions, you should notify us as soon as possible by calling customer service at (866) 762-8392 during Customer Service Hours.

11. Service Fees and Additional Charges.

- a. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit Account(s), whether such Account(s) is/are the same or different than your Payment Account and/or your Billing Account, will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.
- b. There is no fee from PlainsCapital Bank to use Mobile Bill Pay; however, bill payments performed via PlainsCapital Bank - Mobile Banking App will count towards monthly bill payment limitations. Visit PlainsCapital.com for specific bill payment limitations and fees by account type. Standard data fees from your mobile provider apply.

12. Service Termination, Cancellation or Suspension. In the event you wish to cancel the Service, you may have the ability to do so through the payment system, or you may contact customer service by calling (866) 762-8392 during Customer Service Hours. Any payment(s) we have already processed before the requested cancellation date will be completed by us. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. We are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by us on your behalf. We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

13. Returned Payments. In using the Service, you understand that Billers and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to, Biller's forwarding address expired, Biller account number is not valid, Biller is unable to locate account, or Biller account is paid in full. We will use our best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification regarding returned payments from the Service.

14. Changes in Terms/Amendments. We may change this Agreement at any time. We may add new terms and conditions. We generally send you advance notice of an adverse change. However, we may change this Agreement without prior notice unless otherwise required by law. We do not have to notify you of changes that we believe are beneficial to you or of changes that we make for security reasons. If we change this Agreement, the newly updated (most current) version of this Agreement supersedes all prior versions and contains the terms and conditions governing the Service as of the effective date of the newly updated Agreement. If you continue to use the Service, you are deemed to accept and agree to the change and are bound by the change.

15. Disputes. In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and Bank which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Bank relating to the subject matter of this Agreement.

16. Indemnification and Liability; Third Party Claims. In addition to other indemnification and liability provisions elsewhere in this Agreement, you will be liable for, and will hold harmless and indemnify Bank, our officers, directors, shareholders, agents, employees, subsidiaries and affiliates, and their respective officers, directors, agents and employees

from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by Bank arising out of your failure to report required changes, transmission of incorrect data to Bank, or unauthorized disclosure of your password or other means of accessing the Service. Except for those losses caused directly by our failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold Bank, our officers, directors, shareholders, agents, employees, subsidiaries and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (a) Bank's action or inaction in accordance with or reliance upon any instructions or information received from you or any person reasonably believed by Bank to be your authorized representative, and/or (b) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Agreement.

17. Computer Equipment and Software. The Service may require the use of computer hardware and software or other equipment. You are solely responsible for maintaining your computer and equipment in good working order, with the necessary compatibility and format to interface with the Service. You are also responsible to install, run and regularly update a virus protection program on your computer, and we strongly recommend that you visit our Fraud Protection page at www.plainscapital.com to learn more about online fraud and ways to protect yourself. The service is also made available within a mobile app on the iPhone and Android platforms. It is your responsibility to follow all guidelines set forth by your cellular carrier including fees and service charges related to data, email and text usage. License Agreements for necessary software shall either be embedded in the Service software or separately documented. You agree to comply with all applicable software license agreements, whether or not such agreements have been executed by you. You have no rights to or ownership in any software provided by or through us and shall not transfer, copy, alter, modify, reverse engineer, reproduce, or convey in any manner, in whole or in part, any such software. You may also incur additional related expenses for additional items, including, but not limited to, telephone service or Internet service charges related to the use of the Service. You are also responsible for the costs of any communication lines and any data processing charges payable to third parties. You agree that you are solely responsible for the operation and maintenance of all equipment used in connection with the Service. We make no representations or warranties concerning, and have no responsibility or liability for, such equipment, software or services even if specified by us.

18. Dispute Resolution.

a. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas.

b. **Arbitration and Waiver of Jury Trial.** Customer and Bank agree that the transactions processed under this Agreement involve "commerce" under the Federal Arbitration Act ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN CUSTOMER AND BANK, OR BETWEEN CUSTOMER AND ANY OF BANK'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. The arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules ("the Arbitration Rules"). IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) CUSTOMER WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) CUSTOMER WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE RULES; (C) CUSTOMER WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; AND (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL. THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN CUSTOMER AND BANK. This agreement to arbitrate disputes will survive the closing of Customer's Account(s) and the termination of this Agreement.

19. Necessary Third-Party Service Providers. The Service may be provided by us through access to a third party network. In such cases, the Service will be dependent upon the availability of the third party network on conditions acceptable to Bank. We reserve the right to discontinue the Service or provide the Service through an alternative third party network.

20. Disclaimer of Warranties. NOTICE: WE PROVIDE THE SERVICE ON AN "AS IS," "AS AVAILABLE" BASIS AND MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE. WE DISCLAIM ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGE TO YOUR OPERATIONS WHICH COULD BE CAUSED BY INTERRUPTIONS OR MALFUNCTIONS OF THE SERVICE AND ASSUME THE RISK OF SUCH OCCURRENCES.



21. Assignment. You may not assign this Agreement to any other party.

22. Force Majeure. Failure of either party to perform its obligations hereunder shall not be deemed a default if such failure is the result of a Force Majeure Event.

23. Severability. To the extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable the remainder of any such provision or the remaining provisions of this Agreement.

24. Waiver. A waiver by us of any term or provision of this Agreement shall not be construed as a waiver of such term or provision at any other time, or of any other term or provision.

25. LIMITATION OF LIABILITY. THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, UNDER THIS AGREEMENT AND WITH REGARD TO THE SERVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL WE BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF BUSINESS OR PROFITS OR DATA, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED ON BREACH OF WARRANTY, CONTRACT, OR NEGLIGENCE IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.