



Bask Bank[™]

Account Agreement,
Terms and Disclosures

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I. Welcome to Bask Bank

Welcome to Bask Bank. We appreciate your business and will work hard to earn your trust as your banking partner. Your Bask Savings Account (“Account”) and the products and services we offer in connection with your Account is subject to rules that protect both you and us. Please read this Account Agreement, Terms, and Disclosures (“Agreement”) and the accompanying notices carefully and in their entirety so that you understand your rights and responsibilities which pertain to your Account relationship with us.

Contacting Bask Bank

Should you have any questions about your Account or any other questions, you may choose one of the following options to contact us:

- Call: (833) 260-4320 (Bask Bank Customer Support)
- Email: customersupport@baskbank.com
- Web: Online Banking Secure Message – Log in at www.baskbank.com
- Mail: Bask Bank, Attn: Bask Bank Customer Support, 2350 Lakeside Blvd., Ste. 800, Richardson, Texas 75082

Please note that there are provisions in this Agreement that require you to notify us of certain changes or events (for example, a change in your address). Generally, any notice this Agreement requires you to provide us must be in writing and sent to Bask Bank Customer Support at the above email address or using the online banking secure message feature.

Agreement

This Agreement governs your Account and any services we provide related to your Account. By checking the box provided you are agreeing to the terms of this Agreement and all disclosures that have been included. By opening and maintaining an Account with us, you accept and agree to be bound by this Agreement and to any subsequent amendments, changes, or modifications to this Agreement. Without limiting the foregoing, the date on which you open an Account is the date such Account is established in our records, subject to you providing us with all documentation required to establish the Account. You expressly authorize us to use this date as the opening date of your Account.

Account Ownership

The Bask Savings Account is only available to a Single-Party; one natural person that owns the account and who is the only person with present rights to the account. You may choose for your account to be Single-Party without Payable on Death or Single-Party with Payable on Death (see bullet points below). Bask Bank provides you with the option to name one or more natural persons to whom the balance in your account will be payable upon your death (each a “Beneficiary”). Unless and until You designate one or more Beneficiaries, Your account will be considered Single-Party without Payable on Death. Once you establish one or more Beneficiaries with Bask Bank, your account will be considered Single-Party with Payable on Death and the balance in your account will be payable in equal portions to each Beneficiary. Any Beneficiary designation is subject to You providing Bask Bank with appropriate information and any Beneficiary designation may be refused or removed if our requirements are not met. Miles Awarded to you are subject solely to the terms of the AAdvantage® program; Awarded Miles are not a part of your Bask Savings Account and are not subject to any Beneficiary designation for your Bask Savings Account. The designation of Beneficiaries for your Bask Savings Account will not be changed by Your will and could have an impact on your wealth transfer plans. We recommend that you consult with your accountant or attorney. You may contact Bask Bank Customer Support to add or remove a Beneficiary or to update the information related to any previously designated Beneficiary.

- **Single-Party without Payable on Death:** The Party to the Account owns the Account. Upon the death of the Party, ownership of the Account passes as part of the Party’s estate under the Party’s will or by intestacy.
- **Single-Party with Payable on Death:** The Party to the Account owns the Account. Upon the death of the Party, ownership of the Account passes to the payable on death beneficiaries of the Account. The Account is not part of the Party’s estate.

Your Right to File a Complaint

Bask Bank is a division of Texas Capital Bank, N.A. Texas Capital Bank is a national banking association chartered by the Office of the Comptroller of the Currency (“OCC”) and regulated by the OCC and the Consumer Financial Protection Bureau (“CFPB”). Any customer wishing to file a complaint against us should contact the OCC or CFPB as follows:

Office of the Comptroller of the Currency
Office of the Ombudsman
Customer Assistance Group
1301 McKinney Street, Suite 3450
Houston, TX 77010-9050
<http://www.occ.treas.gov/>
Phone: 800.613.6743
Facsimile: 713.336.4301

Consumer Financial Protection Bureau
P.O. Box 4503
Iowa City, IA 52244
<http://www.consumerfinance.gov/>
Phone: 855.411.CFPB (2372)
TTY/TDD: 855.729.CFPB (2372)
Facsimile: 855.237.2392

Defining Terms within Agreement

Certain words and phrases appear throughout this Agreement. For purposes of this Agreement the following words and phrases shall have the following meanings:

Access Device: Refers to any debit card, Personal Identification Number (PIN), password, or code used to initiate an electronic transfer of funds.

Account, Deposit Account, or Bask Savings Account: Refers to any deposit account you open or maintain with us.

Agreement: Refers to this Agreement and applies to all deposit accounts, products, and services maintained at or received from Bask Bank and the disclosures identified within this Agreement.

Accrued Miles: Refers to miles that are being tracked as you participate in activities and which will be considered Earned Miles upon fulfillment of all conditions specified for receiving the specific reward. Time limits may be placed on completion of all specified requirements and failure to complete all requirements within the timeframe could result in forfeiture of miles that have been accrued but not earned.

ACH: Represents the Automated Clearing House which is governed by the National Automated Clearing House Association (NACHA) and its Operating Rules.

ACH Entry: Refers to an Automated Clearing House Item.

ACH Credit Entry: Refers to an Automated Clearing House Item that results in a credit to your Account.

ACH Debit Entry: Refers to an Automated Clearing House Item that results in a debit to your Account.

Affiliate: Refers to a company we own or control, a company that owns or controls us, or a company that is owned or controlled by the same company that owns or controls us. Ownership does not mean complete ownership, but means owning enough to have control.

Automated Clearing House Item: Refers to any Item that processes through the Automated Clearing House network which is governed by the National Automated Clearing House Association (NACHA) and its Operating Rules.

Award Date: Refers to the date on which Earned Miles will be purchased on your behalf and contributed to your designated AAdvantage® account by Bask Bank. Miles earned for maintaining funds in your Account will be Awarded monthly on or before the fifth Business Day of the following month. Miles earned for completing specified activities will be Awarded within the timeframe specified for that activity.

Awarded Miles (also Miles Awarded): Refers to Earned Miles that Bask Bank has purchased on your behalf and contributed to your designated AAdvantage® account. Once miles have been contributed to your AAdvantage® account ("Awarded") they are in your control, subject to the terms of the American Airlines AAdvantage® program. The AAdvantage® program is under the sole control and administration of American Airlines and any Awarded Miles contributed by Bask Bank, on your behalf, are subject to the terms and conditions of the AAdvantage® program. Bask Bank is not an affiliate of American Airlines and does not have any control over the AAdvantage® program.

Bask Bank, Bank, we, our, and us: Refers to Bask Bank. Furthermore, you acknowledge and agree that the terms "bank", "we", "our" and "us" are used throughout this Agreement without regard to case.

Bonus Miles: Bask Bank may offer additional opportunities for you to earn AAdvantage® miles based on completing certain activities. All such offers are referred to as Bonus Miles and any such offer is subject to completion of the requirements Bask Bank has set for that specific offer, as described in the Bonus Miles Terms and Conditions. Any offer of Bonus Miles is subject to change or termination at any time and without prior notice. Please refer to the Bonus Miles Terms and Conditions for information on all current Bonus Miles offers.

Business Day: Refers to Monday through Friday, except for federal holidays.

Cash: Refers to money in the form of bills or coins.

Checks: Refers to a Negotiable Instrument or other draft drawn against deposited funds to pay a specified amount of money to a specific Payee upon demand and includes substitute checks.

Daily Miles Award Rate: Equals to the **Miles Award Rate** divided by 365.

Day or days: Refers to a calendar day including Saturdays, Sundays and federal holidays.

Earned Miles: When all of the conditions for earning a specified set of miles have been fulfilled, those miles are considered to be Earned Miles. Earned Miles will be purchased on your behalf, by Bask Bank, and contributed to your designated AAdvantage® account on the Award Date associated with the miles. The only remaining conditions for Earned Miles to be awarded are (i) you must establish and maintain an AAdvantage® account with American Airlines (account holder name must match the Bask Savings Account holder name); (ii) provide your AAdvantage® account number to Bask Bank; and (iii) reach the Award Date associated with the miles. Failure to establish and maintain an active AAdvantage® account number in the same name as the Bask Bank savings account or failure to provide Bask Bank with the account number within the timeframe established in this Agreement may result in termination of your Bask Bank savings account and forfeiture of any Earned Miles and or Accrued Miles.

Electronic Funds Transfer: Refers to any electronic transaction initiated by a Consumer using an Access Device for personal, family, or household purposes which is governed by Regulation E.

Funds Transfer: Refers to all Wire Transfer requests, Automated Clearing House Items and all other internal and external transfer requests, which are subject to final collection or subsequent return.

Insufficient Funds: Refers to an Item which presents against your Account for payment that is dishonored by us due to inadequate funds in your Account.

Item: Refers to any debit Item that may be charged or otherwise paid against your Account, as well as any Check or any credit Item that may be deposited or otherwise credited to your Account.

May: Refers to an act that may or may not be taken in the sole discretion of Bask Bank, but in no event shall impose an obligation on Bask Bank to take such action or refrain from acting. You acknowledge and agree that the term “may” is used throughout this Agreement without regard to case.

Miles Award Rate: Refers to the number of AAdvantage® miles that will be awarded for each \$1.00 of collected funds maintained on deposit for a period of one year. The current Miles Award Rate = one (1) AAdvantage® mile for each \$1.00 of collected funds on deposit for a period of one (1) year (365 days). At our discretion, we may change the Miles Award Rate.

Miles Awarded: (see **Awarded Miles**)

Monthly Miles Award Rate - equals to the Daily Miles Award Rate multiplied by the number of days in the applicable month.

Negotiable Instrument: Refers to a transferable, signed document that promises to pay the Payee a sum of money at a future date or upon demand, such as a Check.

Non-Affiliated Third Party: Refers to a company that is not affiliated with us.

Non-Consumer: Refers to an entity that maintains its Account primarily for business purposes.

Non-Consumer Account: Refers to any Deposit Account held by us which is established primarily for business use to conduct commerce. A Non-Consumer Account is one and the same as a Commercial Account.

Non-Public Personal Information: Refers to information about you that we collect in connection with providing a financial product or service to you. Non-Public Personal Information does not include information that is available from public sources, such as telephone directories or government records.

Online Banking: Refers to our secured system which allows you to perform banking activities by way of the Internet.

Party: Refers to an individual or entity who/that has contractual rights to the Account.

Parties: Refers to the depositor and the issuer of this account.

Payee: Refers to an entity, Consumer or Non-Consumer, who/that receives a payment by way of Check or electronic means, usually through an obligation of the Consumer or Non-Consumer who/that initiated the payment.

Periodic Statement: Refers to a summary which lists the activity on your Account for a specified period of time.

Settlement Date: Refers to the date on which the funds from an ACH Entry are received by Us or disbursed by Us, depending on the type of ACH transaction. ACH transactions may post to your Account prior to the Settlement Date.

Third Party: Refers to an individual or entity other than the Deposit Account, Bask Bank and our Affiliates to which you may have an obligation or commitment.

UCC: Refers to the Uniform Commercial Code as enacted by the State of Texas and as may be amended from time to time.

Uncollected Funds: Refers to a deposit by check which has not yet been collected by us. Items which present against Uncollected Funds may be returned by us as an Insufficient Funds Item.

Wire Transfer: Refers to an electronic transfer of funds through the Federal Reserve Bank’s, Fedwire. Although a Wire Transfer is an electronic payment, it does not process as an Automated Clearing House Item or an Electronic Funds Transfer Item.

You and your: Refers to the person who established the Account with us. Furthermore, you acknowledge and agree that the terms “you” and “your” are used throughout this Agreement without regard to case.

Concerning Use of Singular/Plural Phrases and Words

The captions used within this Agreement are for your convenience and reference purposes only and shall not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this Agreement shall be construed so that the singular includes the plural and the plural includes the singular.

Governing Laws, Rules and Regulations

Your Account is governed by federal laws and regulations and by the laws of the State of Texas (to the extent that such state law has not been preempted by federal law). All Items of deposit and collection that concern your Account are also subject to applicable federal laws and regulations as well as the National Automated Clearing House Association (“NACHA”) Operating Rules.

Manner of Notifying You

You agree that we may communicate with you via email, including those for marketing purposes, and you further agree to notify us of any changes to your email address. You are not required to accept electronic communications that contain marketing messages; we want you to be aware that this is an option and you will be provided the option to ‘unsubscribe’ with each email. We will inform you of changes that affect your rights and responsibilities as well as any changes, alterations or amendments to this Agreement by way of electronic notices. You acknowledge and agree that we may provide notice to you of a change, alteration or amendment to this Agreement (i) by email; (ii) by delivery with your Periodic Statement; (iii) by posting within our Electronic Banking system; (iv) by access to a link included in an email giving you notice that the information is available; (v) by any other method permitted by law; or (vi) by any combination of the foregoing notification methods.

By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications for non-telemarketing purposes— including but not limited to text messages, prerecorded or artificial voice message calls, and calls made by an automatic telephone dialing system – from us and our affiliates and agents at that number. This express consent includes text messages sent to allow

for verification of your identity during the initial onboarding process. This express consent also applies to each such telephone number that you provide to us now or in the future. Calls and messages may incur access fees from your cellular provider.

Affirming Our Right to Amend this Agreement and Change Account Terms

You understand and agree that any informational materials or instructional guides we may provide you are provided merely for your convenience and will not change, alter, or impose any additional obligations or duties on us unless such materials or instructional guides expressly state our intent to change, alter or amend this Agreement by such materials or instructional guides.

We will notify you of any change, alteration or amendment to this Agreement and the terms of your Account thirty (30) days prior to any change, alteration or amendment taking effect except that we shall not be required to notify you if we determine in our sole discretion that an immediate change is necessary to maintain or restore the security of a system (including the funds transfer system) or an account or is necessary to comply with any applicable law or regulation. However, if we make such change, alteration or amendment permanent, we will notify you as soon as reasonably possible thereafter unless we determine in our sole discretion that (a) disclosure would jeopardize the security of a system or an account, or (b) such change, alteration, or amendment is not adverse to you in which case ((a) or (b)) we shall not be required to provide any notice to you at all.

You agree to be bound by any change, modification or amendment to this Agreement, and your use of the Account or receipt of any of our products or services following notice of any change, alteration or amendment constitute your acceptance of such change, alteration or amendment.

Changing Your Address or Other Contact Information

In the event you change your mailing address, mobile phone number, or email address from what we have on file for you, you agree to update your information through Online Banking, mobile banking application, or by contacting Bask Bank Customer Support at (833) 260-4320.

Notwithstanding the foregoing, you acknowledge and agree that we may change your mailing address in our records if we receive an address change notice from the U.S. Postal Service or from another entity in the business of providing correct address information that the address we have on file for you no longer corresponds to the address on file with the U.S. Postal Service.

Severability and Waiver

If any provision of this Agreement is found to be invalid or unenforceable, you acknowledge and agree that such finding shall not impair, invalidate, or affect the remainder of this Agreement and all remaining provisions shall continue in full force and effect. We may, in our sole discretion, consent to some variation from this Agreement, but such consent must be agreed upon by us in writing. Our consent to a variation of this Agreement shall not be, or deemed to be, a waiver of our right to deny consent to any further variations.

No Oral Agreements

This Agreement and any other written agreements you have with us concerning your Account represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. You acknowledge and agree that there are no unwritten oral agreements between the parties.

Obtaining Consumer Information

We may make any inquiry that we consider in our sole discretion appropriate to help us determine if we should open, maintain or close your Account. Such inquiry may include verification of previous banking relationships and/or credit, and/or obtaining credit reports or other reports from consumer or other types of reporting agencies. Without limiting the foregoing, you acknowledge and agree that we have the right to refuse to open an Account for you. You further acknowledge and agree that we may exchange with or provide to or receive from others, such as merchants and consumer reporting agencies, information about you or which concerns your Account. In the event we request your credit report and you inquire about such event, we will provide you with the name, address, and telephone number of the reporting agency. Please see our Privacy Notices for information about our information sharing practices.

Recording and Monitoring Phone Calls

We may record or monitor telephone calls between you and us. You acknowledge and agree that we are not required to inform you that we are recording a call or of our policy to record and monitor before each call unless required by law.

Securing Our Website

Our website has security measures in place to protect against the loss, misuse and alteration of information under our control. Such security measures are accomplished with the implementation of multiple layers based on proven industry standards.

In the event you have any questions as to the practices of, or your dealings with, our website, you may inquire about such practices or dealings. Please see the "Contacting Bask Bank" section of this Agreement for our contact information.

Notifying Us of Your Opt Out Option

In the event you no longer wish to receive communication and/or a product or service from us, you may elect to opt out of the receipt of such communication and/or product or service. To manage your contact preferences, please visit <https://cloud.email.baskbank.com/unsubscribe>. Updating your contact preferences for Bask Bank will not change your contact preferences for other divisions of Texas Capital Bank, N.A. Please be aware that in the event you inform us of such election orally, such as via telephone, we reserve the right to also require that you notify us of such election in writing.

Certain Provisions Concerning Your Liability

You acknowledge and agree to pay reasonable charges for additional services you request that are not covered by this Agreement. You further agree to be liable and reimburse us for all costs and expenses (including our reasonable attorneys' fees) we incur, to the fullest extent permitted by law, in connection with any dispute involving your Account including, but not limited to, disputes involving any third party claiming an interest in your Account.

Affirming Our Right to Close Your Account

You acknowledge and agree that we have the right, in our sole discretion, to close your Account at any time, with or without cause. In the event we close your Account, we will tender the Account balance, if any, to you by mail at the address we have on file for you. If we close your Account, we may, but are not required to, provide advance notice in writing of our intention to close your Account.

Concerning Grandfathered Accounts

From time to time, we may elect to discontinue offering a product or service to new customers. Under such circumstances, you acknowledge and agree that we may continue to offer such product or service to our current customer base, in our sole discretion. Furthermore, you acknowledge and agree that we may modify the features of any grandfathered product or service, including, but not limited to, applicable service charges and fees.

Concerning Taxpayer Identification Numbers

As a provision of opening any Account with us, we require you to provide us with your Taxpayer Identification Number. Furthermore, your Taxpayer Identification Number must be certified as required by federal law and regulation.

We comply with the Foreign Account Tax Compliance Act ("FATCA") as mandated by U.S. Federal Tax Law. U.S. Citizens and Resident Aliens are required to certify their Taxpayer Identification Number by certifying the Substitute W-9 at the time of account opening. If the documentation requirements are not met, we will withhold on certain payments when required by law. For more information or to determine how this information applies to you, consult your U.S. tax advisor or attorney.

Protecting Your Account

Your role is extremely important in the prevention of unauthorized activity on your Account. In the event you discover that your Account records disagree with ours, please contact us AT ONCE at (833) 260-4320 (Bask Bank Customer Support) or notify us via online banking or email. In the event you fail to notify us in a timely and expeditious manner, you acknowledge and agree that your rights may be limited.

Notwithstanding the foregoing, you acknowledge that the risk of fraudulent transactions is significant. We offer various products and services designed to minimize this risk. To learn more about these products and services, you may contact a Bask Bank representative.

Protecting Yourself Against Identity Theft

We are committed to protecting your confidential information, but you can help by proactively protecting yourself against identity theft. Identity theft and account fraud are crimes committed when someone steals your personal information and uses that information to take funds from your Account or to accrue debt in your name.

Transferring or Pledging Your Account

You acknowledge and agree that your Account may not be transferred or assigned or pledged as collateral to secure any indebtedness without our prior written consent which we may withhold in our sole discretion. Notwithstanding, this Agreement shall be binding upon and inure to the benefit of you and us, and our respective successors, assigns, and legal representatives.

Concerning Your Deposits

Checks deposited to your Account are subject to final collection or subsequent return. Similarly, Funds Transfers are subject to final collection or subsequent return. We may charge your Account or any Account you have with us if we are informed that an Item is being returned, or has been returned, to us as unpaid without regard to the return being timely. This right shall extend to Items drawn on other Accounts with us ("on-us" Checks) that are dishonored by us without regard to the dishonor being timely. No Item within a deposit shall be deemed finally paid because a portion thereof is withdrawn as cash.

Without limiting the foregoing, if any Item deposited to your Account or cashed is finally paid and subsequently returned because a claim is made that the Item was altered, forged, unauthorized, missing signature or should not have been paid for any reason, we may charge your Account or any Account you have with us in the amount of the respective Item. In lieu of charging your Account, we may withhold an amount equal to the respective Item until final determination of such claim has been validated and resolved.

We may return or refuse to accept, except for collection only, all or any part of an Item for deposit to your Account at any time and will not be liable to you for doing so even if such action causes outstanding Items to be returned or dishonored. Checks refused for deposit will be returned to you.

We shall not be responsible for deposits sent by mail or courier until we have received actual delivery from the U.S. Postal Service or courier, as applicable. Deposits that are received after our current Business Day's cut-off time, weekend, or federal holiday will be treated as received on the next available Business Day and subject to the Funds Availability Policy. Please see the "Funds Availability Policy" section of this Agreement for details on deposit availability.

You acknowledge and agree to prepare your deposit in accordance with our instructions. You acknowledge and agree that we may adjust the balance in your Account due to any error as a result of your deposit.

You shall not deposit any Substitute Check (also Image Replacement Document or "IRD"), other than those that are re-deposited for return purposes, unless we specifically agree to accept such deposit. In the event we accept any Substitute Check for deposit, you agree that such acceptance shall not be deemed to be our agreement to accept any other Substitute Check for deposit. Furthermore, you agree to reimburse us for any losses, costs and expenses (including our reasonable attorneys' fees) we sustain associated with warranty or indemnity claims in connection with your deposit of a Substitute Check, or in connection with an electronic representation you provide to us, including, but not limited to, the Substitute Check does not meet applicable standards or causes duplicate payments.

Concerning Order of Payments

We may pay Items drawn against your Account in any order as we decide in our sole discretion. You acknowledge and agree that we may do so even though such an event (1) prevents payment of other Items that would have otherwise been paid had we chosen a different order; or (2) prevents payment of fewer Items. Generally, our policy is to pay Items presented for payment on your Account according to the transaction type and dollar amount, with Items of greater dollar amount paid first.

You acknowledge and agree that we may change any policy that we have regarding the order in which we pay Items presented for payment on your Account at any time without notice to you.

We encourage you to maintain careful records and to practice sound account management.

Endorsing Your Checks

You acknowledge and agree to endorse all Checks deposited to your Account in accordance with applicable law and regulation. Proper endorsement standards specify that you endorse each Check in the area that extends 1 1/2 inches from the trailing edge on the back of the Check. The trailing edge is the left side of the Check when you look at it from the front side. If your endorsement obscures any area outside of the 1 1/2 inches reserved for your endorsement or if your endorsement is illegible or incomplete, we may, in our sole option, accept such nonconforming endorsement and you agree to hold us harmless from any claim, loss, delay, liability, damage, cost or expense which may arise as a result. Without limiting the foregoing, this provision shall extend to imprinting information on the back of your Check(s).

In the event you deposit a Check that lacks endorsement, you acknowledge and agree that we may deem the Check as endorsed or may endorse the Check on your behalf. With respect to such deposit, our rights and your liabilities shall be determined as though you actually endorsed and deposited the Check. Notwithstanding, if you deposit a Check that is later returned to us because a claim has been made that the endorsement is either incomplete or is not authentic, we may withhold the amount of such Check from your Account until either the claim is withdrawn or the Check is finally paid.

Requesting Withdrawals and Transfers

You acknowledge and agree that we may debit your Account for any withdrawal or transfer that you make in accordance with the provisions of your Account. As a condition of withdrawal, we will require you validate the authenticity of your instructions as we deem appropriate in our sole discretion. You acknowledge and agree that we may refuse any withdrawal or transfer request which is not authenticated to our satisfaction, received by any method we do not specifically permit, received in excess of the number of withdrawals or transfers permitted, or received for an amount greater than, or less than, any withdrawal or transfer limitation. In the event we honor such nonconforming request, we may treat continued abuse of the stated limitations herein, if any, as your act of closing the Account. Without limiting the foregoing, the date that the withdrawal or transfer request is completed by us is the date to which the frequency limitation is applied (as opposed to the date you initiate it). You acknowledge and agree that in the event we honor a withdrawal or transfer request which overdraws the available balance in your Account does not obligate us to do so in the future. Please see the "Funds Availability Policy" section of this Agreement for details on the availability of funds for deposits you make.

Restricting Withdrawals and Transfers

We reserve the right to limit the frequency of transactions and/or dollar limit of transfers between your Bask Savings Account and certain accounts. These transfer limits may be changed at any time without notice, unless required by applicable law.

Federal law and regulation impose restrictions on the number of withdrawal and transfer requests allowed in any given month from a savings or money market account (non-transaction accounts); thus, we are required to monitor your Bask Savings Account each month for withdrawal and transfer activity. You acknowledge and agree that during any statement cycle, you may not make more than 6 withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer, telephone order or instruction, computer transfer, check, draft, debit card or similar order to a third party. The transaction occurs on the date the Item clears your Account. This date may be different from the date on which you initiated the Item. You acknowledge and agree that we may close your Account in the event you exceed the number of withdrawals or transfers stated herein as required by federal law or regulation.

Requesting Notice of Withdrawal

We reserve the right under federal law and regulation to require 7 days prior written notice from you of your intent to withdraw funds from a savings or money market Account.

Provisioning for Returned Deposits: Checks

In the event you deposit a Check to your Account that is later returned to us by the collecting bank, or we receive a notice in lieu of the return or a notice of the intent to return, we may accept the return, or the notice of return. Under such circumstances, you acknowledge and agree that we may debit your Account in the amount of the returned Check without prior notice to you and without regard to the Check being returned to us in a timely manner by the returning bank.

Without limiting the foregoing, in the event you deposit a Check to your Account that has been previously paid by the paying bank but is later returned to us with the claim that the Check had been altered, forged, or unauthorized or should not have been paid for any reason, in our sole discretion and without prior notice to you, we may debit your Account in the amount of the respective Check, or we may withhold an amount equal to the respective Check, until the claim is withdrawn or the Check is finally paid.

The foregoing provision shall extend to a Check that is later returned to us because a claim has been made that the endorsement was either incomplete or not authentic. For information on return provisions for ACH Items, please see the "Returning Revoked/Unauthorized ACH Entries" section of this Agreement.

Provisioning for Insufficient Funds

When funds in your Account are not adequate to pay an Item presented for payment, we consider the Item an Insufficient Funds Item. Insufficient Funds Items include all order and instructions for the payment, transfer, or withdrawal of funds from your Account. Examples of Insufficient Funds Items include, but are not limited to, Electronic Funds Transfer Items (ACH) as well as Items that present against Uncollected Funds. Whether we return or pay an Insufficient Funds Item depends on a number of factors, including the amount of the Item and past activity on your Account.

You acknowledge and agree that we have no obligation to honor any Item, withdrawal or transfer request unless it is drawn, or requested against, collected funds credited to your Account at the opening of business on the Business Day the Item, withdrawal or transfer request is presented and/or received. We may, in our sole discretion, make a decision to honor an Item, withdrawal or transfer request that is not drawn, or requested against, collected funds in your Account. Under such circumstances, you acknowledge and agree that we are under no obligation to honor such event in the future.

Notwithstanding, we may, in our sole discretion, make a decision to honor an Item, withdrawal or transfer request that results in an overdraft to your Account. Under such circumstances, you acknowledge and agree to pay the amount of the overdraft within one Business Day whether or not you signed and/or initiated the Item,

withdrawal or transfer request causing the overdraft. You acknowledge and agree we may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts. Furthermore, you acknowledge and agree to pay all costs and expenses we incur in the collection of any overdraft on your Account, including our reasonable attorneys' fees, to the fullest extent permitted by law.

Concerning Government Payments

In the event we deposit a payment from the federal government to your Account which should have been returned to the federal government for any reason, you acknowledge and agree that we may debit your Account or any Account you have with us in the amount of our liability to the federal government, without prior notice and at any time, except where prohibited by law. Furthermore, you acknowledge and agree that we may use any other legal remedy to recover the amount from you in the event funds are not available in any Account you have with us to satisfy our liability with the federal government.

Concerning Your Periodic Statement

We will maintain records of your Account and will provide you with a Periodic Statement which reflects such records. Your Periodic Statement will be available through online banking. The term "monthly" as discussed in this Agreement means a period of time covered by your Periodic Statement. This period of time may or may not correspond to a calendar month but in most cases will not exceed 32 days or be less than 28 days. The specific dates covered by your Periodic Statement will be set forth in the statement.

Your Periodic Statements will be available via the online banking portal unless you and we have otherwise agreed in writing upon a different delivery system. You agree to promptly notify us by calling (833) 260-4320 (Bask Bank Customer Support), by secured message through the online banking portal in the event of a change in your email, phone number, or mailing address. **You acknowledge and agree to indemnify us for and hold us harmless from any claim, losses, damages, judgments, costs and expenses (including reasonable attorneys' fees) that arise as a result of your failure to notify us immediately of such change.**

Reviewing Your Periodic Statement: Checks

You agree to review your Periodic Statement and cancelled Checks promptly upon receipt or when made available by us. In the event you do not receive your scheduled Periodic Statement, notify us AT ONCE by calling (833) 260-4320 (Bask Bank Customer Support).

Upon receipt of your Periodic Statement, if you discover any unauthorized, forged or altered Items reflected on your Periodic Statement, or there is any other type of error or discrepancy reflected on your Periodic Statement, you acknowledge and agree that you must notify us AT ONCE. We recommend that you notify us by calling (833) 260-4320 (Bask Bank Customer Support), although notification may also be provided by secured message through the online banking portal. Regardless of method, notification must be received within sixty (60) days of the date the Periodic Statement on which the unauthorized, forged or altered item first appeared or was made available to you via the online banking portal. We may require an affidavit signed by you on a form acceptable to us. We may require such affidavit to be signed and returned to us as soon as the day of notification. In any event, you agree to return such signed affidavit to us promptly upon receipt.

If you fail to properly notify us of any unauthorized, forged or altered Item reflected on your Periodic Statement, or of any other type of error or discrepancy reflected on your Periodic Statement, you agree not to assert against us ANY the following claims:

1. Any unauthorized, forged or altered Item in the event we suffer a loss due to your failure to discover and promptly report the issue.
2. Any unauthorized, forged or altered Item by the same wrongdoer on Items we paid in good faith after you have had a reasonable period of time to examine your Periodic Statement which contains or reflects such event but prior to notice from you. A reasonable period of time is not to exceed thirty (30) days from when the first Periodic Statement was transmitted or otherwise made available to you, whichever occurs first.

In the event we pay an Item that is unauthorized, a forgery or has been altered and you suffer a loss, you agree we shall only be liable for such loss if you prove that we failed to exercise reasonable care in paying such Item and that our failure substantially contributed to your loss. You further agree that any loss shall be allocated between you and us based on each party's respective failure to exercise ordinary care that contributed to the loss. Notwithstanding the foregoing, you acknowledge and agree that we shall not be liable for any loss, and you shall lose any and all rights you may have to assert any loss against us, in the event you fail to discover and report any unauthorized, forged or altered Item, or any other error or discrepancy that pertains to an Item to us by the deadlines set out herein (60) days of the date of the Periodic Statement on which the unauthorized, forged or altered item first appeared), regardless of the exercise or failure to exercise ordinary care by you or us.

You acknowledge that we process Items by automated means and do not visually examine such items. You acknowledge and agree that we do not fail to exercise ordinary care because we process Items by automated means. Furthermore, you acknowledge and agree that we do not fail to exercise ordinary care if an Item is forged or altered so cleverly that a reasonable person would not detect such forgery or alteration.

Reviewing Your Periodic Statement: ACH

ACH Items can consist of debit and credit transactions. A Consumer Account is afforded the protections of the NACHA Operating Rules and of the Electronic Funds Transfer Act governed by Regulation E. Such protections and provisions include, but are not limited to, return timeframes and provisional credit, respectively. You acknowledge and agree to be bound by the NACHA Operating Rules, as applicable. Please see the "Automated Clearing House Items" provisions of the *Funds Transfer Services* section of this Agreement for details about your rights and responsibilities with regard to ACH.

Provisioning for Inactive and Dormant Accounts

An account becomes dormant when there has been a lack of customer-generated activity and customer-generated communication on the account for one year. In the event your Account is inactive for the minimum state statutory dormant period, and you have failed to notify us of a change in your email or other contact information, the Account may be presumed abandoned. Under such circumstances, you acknowledge and agree that we may deliver the funds in your Account, if any, to the responsible state escheatment agency in the state of your last known address. If you have any concerns as to the status of your Account, you may call us at (833) 260-4320 (Bask Bank Customer Support).

Affirming Our Right of Waiver

You acknowledge and agree that we may, in our sole discretion, waive any of your obligations under this Agreement in a particular situation, without any obligation to treat future situations similarly, where permitted by law. Our waiver of any obligation shall not create any expectation by you that we may grant a similar waiver in the future even under similar circumstances.

Affirming Our Right to Request Additional Documentation

You acknowledge and agree that we may request, and you will provide to us, at any time such documentation or authorizations that we deem necessary or appropriate in our sole discretion to validate or confirm the authority of any person to conduct or perform any transaction or activity or to otherwise act with respect to your Account. This applies at the time of account opening and at all times thereafter.

Affirming Our Right of Set Off

You acknowledge and agree that we may, in our sole discretion, at any time and without any prior notice to you, set off all or any part of the funds in your Account, against any due and payable debt you owe us, now or in the future, to the fullest extent permitted by law or equity and regardless of the source of funds in your Account. Our right of set off shall not be, nor deemed to be, waived by any act or omission or other conduct by us, or by any failure by us to exercise our right of set off or by any delay by us in doing so.

The exercise of our right to set off your Account could result in Items being dishonored. You acknowledge and agree that we will not be liable for the dishonor of any Item as a result of our exercising our right to set off a debt against your Account. **You acknowledge and agree to indemnify us for and hold us harmless from any claim, losses, damages, costs or expenses (including reasonable attorneys' fees) that we incur from our lawful exercise of our right of set off.**

Our right of set off does not apply to Individual Retirement Accounts, Coverdell Education Savings Accounts established pursuant to section 530 of the Internal Revenue Code, or to a debt created under a Consumer credit card plan (provided, however, that in the case of consumer credit card debt this provision shall not affect our rights under any consensual security interest).

Grant of Security Interest

You grant us, to the extent allowed by law, a continuing security interest in your and its proceeds, and any of your funds or property in our possession, to secure any and all present and future indebtedness you or anyone with an interest in your Account owe us.

Legal Proceedings

We may restrict the use of an Account if the Account is involved in any legal proceeding. If we are required to initiate any legal proceeding to recover losses caused by transactions occurring on your Account, you agree that we are also entitled to recover our actual costs and expenses (including attorneys' fees) associated with bringing the legal proceeding to the maximum extent allowed by law.

Legal Process

We will comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process which we believe (correctly or incorrectly) to be valid. You agree that we may honor legal process which is served by mail or facsimile transmission, or at any of our offices, even if the law requires personal delivery at a specific office. **You agree to indemnify us for and hold us harmless from any and all losses, claims, liability, damages, costs and expense (including attorneys' fees) we incur in complying with such process.** We may not pay interest on any funds we hold or set aside in response to legal process. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the process, we may charge such amounts to your account.

Freezing Your Accounts, Conflicting Demands/Disputes

If we determine that a dispute has arisen or there is uncertainty regarding the ownership or control of or authority over an Account or its funds, or we believe a transaction affecting the Account may be fraudulent or may violate any law or regulation, or are subject to a court order requiring us to hold the funds, or we are requested by any federal, state or local agency to freeze the Account or reject a transaction, you authorize us, in our sole discretion to: (1) freeze the Account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the Account and its funds or a court order authorizing us to release the funds; (2) refuse transactions and return Items, marked "Refer to Maker" (or similar language); or (3) request instructions from a court of competent jurisdiction at your expense regarding the Account or transaction. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.

Bank's Failure or Refusal to Act

In the event of any disagreement hereunder, or if conflicting demands or notices are made upon us relating to this Agreement or any item or amount received by us hereunder, we may, in our sole discretion, refuse to comply with any such claims or demands on it or refuse to take any other action hereunder with regard to the subject matter of the dispute, so long as such dispute continues; and in any such event, we shall not be or become liable to any person for our failure or refusal to act. We shall be entitled to continue to refrain from acting until (a) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (b) all differences shall have been adjusted and all doubt resolved by written agreement among all of the interested parties in a form satisfactory to us. Our rights under this paragraph are cumulative of all other rights which it may have by law or otherwise.

Affirming Limits of Our Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT SHALL WE, NOR ANY OF OUR PARENT, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS OR THIRD-PARTY SERVICE PROVIDERS, OR ANY OF OUR OR THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, BE LIABLE TO YOU OR TO ANY OTHERS FOR:

(A) ANY AMOUNT IN EXCESS OF ANY ACTUAL LOSSES OR DAMAGES INCURRED BY YOU, OR (B) ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR LOSS OF PROFITS, REVENUE, BUSINESS, DATA, FILES, GOODWILL OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES), HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY (TORT, CONTRACT OR OTHERWISE).

YOU HEREBY WAIVE, RELEASE, AND AGREE NOT TO SUE US OR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR LOSS OF PROFITS, REVENUE, BUSINESS, DATA, FILES, GOODWILL OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES), HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE ABOVE, YOU FURTHER AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW:

(1) WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, CLAIM, LIABILITY, DAMAGE, COST, EXPENSE OR OTHER AMOUNT ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, FROM YOUR FAILURE TO COMPLY WITH ANY TERM OR CONDITION CONTAINED IN THIS AGREEMENT;

(2) THE AMOUNT OF ANY CLAIM YOU HAVE AGAINST US SHALL BE SUBJECT TO REDUCTION ON THE BASIS OF THE FAILURE TO USE REASONABLE CARE ON YOUR PART, THE PART OF ANY OTHER OWNER OR AUTHORIZED SIGNER ON YOUR ACCOUNT, THE PART OF ANY PERSON WHO SIGNED THE MASTER DEPOSIT AGREEMENT APPLICABLE TO YOUR ACCOUNT, OR THE PART OF ANY OF YOUR AGENTS OR EMPLOYEES WHO CONTRIBUTED TO THE LOSS WHICH IS THE BASIS OF YOUR CLAIM;

(3) OUR LIABILITY WITH RESPECT TO ANY CLAIM WILL BE LIMITED TO THE FACE VALUE OF ANY ITEM OR TRANSACTION IMPROPERLY DISHONORED OR PAID OR THE ACTUAL VALUE OF ANY DEPOSITS NOT PROPERLY CREDITED OR WITHDRAWALS NOT PROPERLY DEBITED;

(4) YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AGENTS, SUCCESSORS AND ASSIGNS HARMLESS FROM AND WE AND THEY SHALL NOT BE RESPONSIBLE FOR ANY LOSS, CLAIM, LIABILITY, DAMAGE, COST, EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) OR OTHER AMOUNT THAT ARISES IN ANY WAY, DIRECTLY OR INDIRECTLY, BECAUSE OF (A) THE ACTS, OMISSIONS, OR POLICIES OF ANY GOVERNMENTAL AGENCY, FINANCIAL INSTITUTION, OR OTHER PARTY THROUGH WHICH A FUNDS TRANSFER SUBJECT TO THIS AGREEMENT IS EFFECTED, INCLUDING THE FAILURE OF ANY SUCH INSTITUTION OR AGENCY OR PARTY TO ACCOUNT FOR OR PAY OVER ANY FUNDS TRANSFERRED; (B) LEGAL CONSTRAINTS, NATURAL DISASTER, FIRE, WAR, STRIKE, CIVIL UNREST, ACTS OF GOD, ERROR IN OR MALFUNCTIONING OR INTERRUPTION OF COMMUNICATION OR TRANSMISSION EQUIPMENT OR LINES, OR ANY OTHER CIRCUMSTANCE BEYOND OUR REASONABLE CONTROL; (C) YOUR FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT; (D) ANY DISPUTE BETWEEN YOU AND ANY OTHER OWNER OR AUTHORIZED SIGNER ON YOUR ACCOUNT OR ANY PERSON WHO SIGNED THE MASTER DEPOSIT AGREEMENT APPLICABLE TO YOUR ACCOUNT; AND (E) ANY THIRD PARTY CLAIMING AN INTEREST IN YOUR ACCOUNT.

IN ADDITION, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY AND REIMBURSE US FOR ANY LOSS, LIABILITY, DAMAGE, COST, AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES), WE MAY INCUR IN CONNECTION WITH YOUR ACCOUNT(S), THE SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT, OR BY OUR FOLLOWING ANY OF YOUR INSTRUCTIONS, EXCEPT TO THE EXTENT THAT SUCH LOSS, LIABILITY, DAMAGE, COST, OR EXPENSE WAS CAUSED SOLELY BY OUR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE.

THE LIMITATIONS ON OUR LIABILITY AND ENTITLEMENT TO BE INDEMNIFIED AND REIMBURSED CONTAINED IN THIS SECTION SHALL BE IN ADDITION TO ANY OTHER LIMITATIONS ON OUR LIABILITY AND ENTITLEMENT TO INDEMNITY AND REIMBURSEMENT PROVIDED FOR IN THIS AGREEMENT, ANY OTHER AGREEMENT BETWEEN YOU AND US, OR PROVIDED BY LAW.

FURTHERMORE, THE LIMITATIONS ON OUR LIABILITY AND ENTITLEMENT TO BE INDEMNIFIED AND REIMBURSED PROVIDED FOR IN ANY PROVISION OF THIS AGREEMENT SHALL BE CUMULATIVE AND NOT EXCLUSIVE OF ANY OTHER LIMITATION ON OUR LIABILITY AND RIGHT TO INDEMNITY AND REIMBURSEMENT PROVIDED ELSEWHERE IN THIS AGREEMENT.

Unlawful Internet Gambling Notice

The Unlawful Internet Gambling Enforcement Act of 2006 ("UIGEA") prohibits any person engaged in the business of betting or wagering from knowingly accepting payments in connection with the participation of another person in unlawful Internet gambling. WE PROHIBIT ANY CUSTOMER FROM USING ANY ACCOUNT WITH US TO PROCESS ANY TRANSACTION RELATED TO INTERNET GAMBLING ACTIVITIES AND RESERVE THE RIGHT TO TERMINATE ALL ACCOUNTS YOU HAVE WITH US, WITHOUT NOTICE, IF YOU VIOLATE THIS PROHIBITION.

Provisioning for Powers of Attorney

You acknowledge and agree that we are not obligated to accept or honor a delegation of authority to another person to act upon your behalf, including a Power of Attorney, unless we determine in our sole discretion that such delegation of authority or Power of Attorney complies with applicable law, including the Texas Estates Code.

Prior to our accepting a delegation of authority or Power of Attorney we may require that (a) it be in a form acceptable to us and in compliance with the Texas Estates Code and (b) you provide us certain documentation (at your expense) including, but not limited to, certification and/or a legal opinion from your counsel executed pursuant to the Texas Estates Code.

In the event you have an attorney-in-fact or other agent and such attorney-in-fact or other agent attempts to withdraw or transfer funds from your Account, we reserve the right to refuse to pay any Items or permit any withdrawals or transfers by your attorney-in-fact or other agent. We also reserve the right to restrict the types and sizes of transactions we will permit an attorney-in-fact or other agent to conduct, by general policy or on a case-by-case basis.

If we accept a delegation of authority to another person to act upon your behalf or a Power of Attorney, you agree to indemnify us for and hold us harmless from any claim, losses, damages, costs and expenses (including reasonable attorneys' fees) that we incur in connection with transactions conducted in reliance upon such delegation of authority or Power of Attorney.

You acknowledge and agree that we may continue to recognize the authority of any delegation of authority to another person to act upon your behalf or Power of Attorney that we elect to accept until we receive actual written notice of revocation or termination, including revocation that results from death, and have had a reasonable amount of time to act upon such written notice. Regardless of the specific terms contained within the delegation of authority or Power of Attorney, you must notify us in writing if you decide to revoke the respective authority or Power of Attorney.

Provisions for Equitable Relief, Venue, Jury Trial Waiver, Class Action Waiver, and Survival/Severability

EQUITABLE RELIEF. You and we shall have the right to apply to a court to enjoin any breach of this Agreement.

VENUE. YOU AND WE AGREE THAT ANY LAWSUIT, ACTION, OR PROCEEDING THAT IS BROUGHT (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED THEREBY, OR THE ACTS, CONDUCT, OR OMISSIONS OF BASK BANK OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDER, EMPLOYEES, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT THEREOF OR ANY ACCOUNT SHALL BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN DALLAS COUNTY, TEXAS. YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS, (B) WAIVE ANY OBJECTION YOU MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH LAWSUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT, AND (C) FURTHER WAIVE ANY CLAIM THAT YOU MAY NOW OR HEREAFTER HAVE THAT ANY SUCH COURT IS AN INCONVENIENT FORUM.

JURY TRIAL WAIVER. YOU ACKNOWLEDGE THAT THE RIGHT TO A TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT SUCH RIGHT MAY BE WAIVED. YOU HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND EXPRESSLY WAIVE (TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW) ALL RIGHT TO A TRIAL BY JURY IN ANY DISPUTE, ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) INVOLVING YOU AND BASK BANK OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDER, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS OR ASSIGNS. You agree that: (a) neither Bask Bank nor any of its agents has represented, expressly or otherwise, that it would not, in the event of litigation, seek to enforce the foregoing waiver, and (b) Bask Bank has been induced to enter into this Agreement with you by, among other things, the waiver and acknowledgements by you in this section.

CLASS ACTION WAIVER. YOU VOLUNTARILY WAIVE AND GIVE UP YOUR RIGHT TO SERVE AS A CLASS REPRESENTATIVE FOR, OR PARTICIPATE AS A MEMBER OF, A CLASS ACTION, IN CONNECTION WITH A DISPUTE INVOLVING US.

SURVIVAL OF OBLIGATIONS AND SEVERABILITY. The following provisions shall survive the closure of your Account(s) with us and the termination of all of your business with us: the jury trial waiver, the equitable relief and venue provisions, provisions providing for limitations on our liability, provisions releasing us of liability, and your obligations to indemnify us and pay any losses, damages, claims, costs, and/or expenses.

III. FDIC Insurance - Ensuring Your Deposits Are Safe

FDIC insurance covers all deposit accounts, including checking accounts, savings accounts, money markets and certificates of deposit. FDIC insurance does not cover other financial products and services that we may offer such as securities and other investment products. The standard insurance amount is \$250,000 per depositor, per insured bank, for each account ownership. The FDIC provides separate coverage for deposits held in different account ownership categories. Depositors may qualify for more coverage if they have funds in different ownership categories and all FDIC requirements are met.

The ownership categories are:

- (1) Single Accounts
- (2) Joint Accounts
- (3) Certain Retirement Accounts (includes IRAs)
- (4) Revocable Trust Accounts
- (5) Corporation, Partnership and Unincorporated Association Accounts
- (6) Irrevocable Trust Accounts
- (7) Employee Benefits Plan Accounts
- (8) Government Accounts

Bask Bank and BankDirect are divisions of Texas Capital Bank, N.A. and all Bask Bank deposit accounts are offered through Texas Capital Bank, N.A. All deposits that an account holder has in the same ownership category at the same bank, which includes any account offered directly by Texas Capital Bank, N.A. or any division, including but not limited to Bask Bank or BankDirect, are added together and insured up to the standard insurance amount.

To calculate your deposit insurance coverage, use the FDIC's Electronic Deposit Insurance Estimator (EDIE) at www.fdic.gov/edie. For more information on FDIC Deposit Insurance Coverage, go to www.fdic.gov/deposit/deposits.

IV. Funds Availability Policy

Our Funds Availability Policy applies to both transaction and non-transaction account types. A checking account is considered the most common "transaction" account type due to the unlimited number of withdrawals allowed including, but not limited to, transfer requests over the telephone and preauthorized transfer requests between your Accounts with us. A savings or money market account is considered a "non-transaction" account due to the limited number of withdrawals allowed. For details on withdrawal limitations on savings and money market accounts, please see the "Restricting Withdrawals and Transfers" section of this Agreement. You may inquire as to the account type of other Accounts you have with us by calling (833) 260-4320 (Bask Bank Customer Support).

Concerning Your Ability to Withdraw Funds

Our general policy is to make funds available to you from your cash and Check deposits on the first Business Day after the day we receive your deposit, unless an exception applies. Without limiting the foregoing, Wire Transfers will be made available to you on the Business Day we receive such deposit, unless an exception applies. Funds become available for ACH Entries originating through external banks no later than the Business Day after the Settlement Date of such items. For ACH Entries originating from Bask Bank through your linked external account, funds will be made available no later than five (5) Business Days after the Settlement Date of such items. To determine the availability of your deposits, every day is a Business Day except for Saturday, Sunday and federal holidays. On non-Business Days, we consider deposits made on the next available Business Day. An ACH Entry received after 6:30 p.m. Central Standard Time may be treated as having been received on the next Business Day. Without limiting the foregoing, we will use the receipt of such deposits to pay Items that present against your Account. You acknowledge and agree that

you are responsible for the management of your Account with us. In the event you withdraw all funds in your Account to which a deposit is made, you acknowledge and agree that you are responsible for all Items that present against your Account for payment and any Items that are returned as unpaid, including any fees that result due to such non-payment.

For information specific to the availability of funds deposited through Mobile Remote Deposit Capture see the “Funds Availability Regarding Mobile RDC Deposits” in part VIII. Online Banking Terms and Disclosures Agreement for details.

Concerning Longer Delays

Notwithstanding our general policy, in some cases, there may be a longer delay in making funds available to you.

Depending on the type of Check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first Business Day.

In some cases, funds you deposit by Check may be delayed up to 7 Business Days. Circumstances that may warrant such a delay include the following:

- We believe a Check you deposit will not be paid.
- You deposit Checks totaling more than \$5,525 on the same day.
- You redeposit a Check that has been previously returned unpaid.
- You have overdrawn your Account multiple times in the last 6 months.
- We or others in the payment channel encounter an emergency, such as failure of computer or communications equipment.

If we are not going to make the total amount of your deposit available to you on the first Business Day after the day of deposit, we will notify you of the delay by the Business Day following the date of your deposit. Furthermore, we will provide you with the date of when the total funds will become available for withdrawal by you. In any event, you may ask us when funds will become available prior to making a deposit by Check by calling (833) 260-4320 (Bask Bank Customer Support).

Provisioning for New Accounts

In the event your Account is a new Account, opened thirty (30) days or less, special guidelines govern our processing of your deposits. These special guidelines include:

- ACH Deposits: Funds become available for ACH Entries originating through external banks no later than the Business Day after the Settlement Date of such items. For ACH Entries originating from Bask Bank through your linked external account, funds will be made available no later than five (5) Business Days after the Settlement Date of such items.
- Wire Transfer Deposits: Funds become available on the Business Day of the deposit.
- Cashier, Certified, Teller and Traveler Check Deposits: Funds for the first \$5,525 become available on the first Business Day after the day of deposit. In the event your deposit was not made in person to one of our employees, funds for the first \$5,525 do not become available until the second Business Day after the day of deposit. In either case, the balance of the deposit becomes available on the ninth Business Day after the day of deposit.
- Federal, State and Government Deposits: Funds become available on the first Business Day after the day of deposit.
- Other Check Deposits: Funds become available on the ninth Business Day after the day of deposit.

V. Funds Transfer Services

The following provisions apply to our funds transfer services. This Section V is divided into three distinct parts: (1) Wire Transfer Requests, (2) Automated Clearing House Items, and (3) Electronic Funds Transfers.

1. Wire Transfer Requests

The following provisions cover your rights and responsibilities with regard to wire transfer requests you initiate or receive.

Payment Order

Wire transfer requests must be completed by you in form and substance acceptable to use in our sole discretion. Any request for a wire transfer of funds, or any amendment or modification to, or cancellation of, that request, or any related instruction, is referred to in this Agreement as a “Payment Order.” As used herein, the term “Payment Order” shall be deemed to include a request to transfer funds by wire by means of the Federal Reserve FEDWIRE, through a Correspondent Bank, the Society for Worldwide Interbank Financial Telecommunications (“SWIFT”), TELEX, computer terminal, or other means. The term shall be deemed not to include transfers made through ACH system within the United States, as defined by NACHA operating rules as those rules may be amended from time to time.

Authorized Accounts

You agree that unless otherwise agreed to by you and us in writing, each account you maintain with us is authorized to transfer and receive funds via wire (each an “Authorized Account”).

Funds Transfer Procedures

Subject to our normal banking hours and other deadlines, whether legal, regulatory, or contractual, you hereby authorize and direct us to make transfers and to act upon any Payment Order upon receipt via our online banking portal, electronic mail, via telephone, or by any other means. Unless you are otherwise notified in writing, we will receive Payment Orders and incoming wire transfers on Business Days between the hours of 8:00 a.m. and 5:00 p.m. Central Standard Time and will send outgoing wire transfers on Business Days between the hours of 8:00 a.m. and 5:00 p.m. Central Standard Time. Any Payment Order received after 4:00 p.m. Central Standard Time may be treated as having been received on the next Business Day.

We will use reasonable efforts to execute all Payment Orders received in accordance with this Agreement and by the date designated by you, provided that such Payment Orders are received on the days and during the hours of our operations as set forth above. Notwithstanding the foregoing, you understand and agree that we may not execute a Payment Order immediately on receipt and that there may be some lapse in time between you initiating a Payment Order and us

executing it. You agree that we shall have a reasonable amount of time to execute on any Payment Order, including such time as necessary for us to confirm to our satisfaction your compliance with this Agreement and the security procedures described herein.

We will not be deemed to have accepted a Payment Order until such Payment Order is actually executed. For purposes of this Agreement, a Payment Order is deemed executed once we issue an order intended to initiate your Payment Order through a wire transfer system. You acknowledge and agree that we may select any intermediary financial institution, system, or means of transmittal to transmit funds, including, but not limited to, the FEDWIRE wire transfer system for the transfer of domestic funds. Furthermore, you acknowledge and agree that our selection may differ from that indicated in your Payment Order. If you request, we will use reasonable efforts to notify you of incoming wire transfers, but you agree that we shall have no liability to you of any kind for failing to provide such notice.

You acknowledge and agree that we are not obligated to accept any Payment Order. We may, in our sole discretion, reject a Payment Order for any reason including, but not limited to, any of the following reasons: (i) you fail to submit the Payment Order in sufficient time to meet your requested execution date; (ii) there are insufficient funds in the Authorized Account(s) to cover the amount of the Payment Order; (iii) the Payment Order contains incomplete instructions; (iv) we are unable to verify to our satisfaction that the Payment Order has been submitted in accordance with all applicable security procedures, including those contained in this Agreement; or (v) you have failed to meet your obligation for payment of fees and charges owed to us under this Agreement or any other agreement between the parties. In the event a Payment Order is rejected, we will make reasonable efforts to notify you by telephone and, if unable to do so, will notify you in writing. If we do not receive your corrected Payment Order within five (5) Business Days from the date the original Payment Order was initiated, we will deem the Payment Order canceled by you. Funds from incoming transfers will not be deemed collected or credited to the Authorized Accounts or other Accounts you maintain with us until such time as we receive final settlement through the Federal Reserve Bank wire transfer system, or otherwise receive payment as provided in the Article 4A of the UCC ("UCC, Article 4A") or other applicable law. You agree that the terms and conditions set forth herein constitute a commercially reasonable method of facilitating wire transfers by you.

Security Procedures

YOU AGREE THAT YOU HAVE SOLE RESPONSIBILITY FOR EVALUATING AND APPROVING THE LEVEL OF SECURITY PROCEDURES FOR ISSUING PAYMENT ORDERS GIVEN THE SIZE AND TYPE OF ACCOUNTS YOU MAINTAIN WITH US AND THE SIZE, TYPE AND FREQUENCY OF TRANSACTIONS YOU INTEND TO MAKE. YOU ALSO AGREE THAT YOU HAVE SOLE RESPONSIBILITY FOR MAINTAINING THE CONFIDENTIALITY, MAINTENANCE, USE OF, CONTROL OVER AND ACCESS TO, YOUR PASSWORD(S), USERNAME(S), SECURITY TOKENS, PERSONAL IDENTIFICATION NUMBER(S), PASSCODE(S) AND OTHER PERSONAL IDENTIFICATION NUMBER(S) AND/OR SECURITY DEVICES OR OTHER INFORMATION (SUCH AS "CHALLENGE QUESTIONS") INTENDED TO AUTHENTICATE PAYMENT ORDERS. You agree to: (1) limit use and access of all access number(s), password(s), username(s), security tokens, security token serial numbers, personal identification number(s), passcode(s), and other information intended to authenticate payment orders to trusted persons who need such information; (2) instruct such persons that they are not to disclose any access number(s), password(s), username(s), security tokens, security token serial numbers, personal identification number(s), passcode(s), or other information intended to authenticate payment orders to any other person; and (3) establish and maintain procedures to ensure that all access number(s), password(s), username(s), security tokens, security token serial numbers, personal identification number(s), passcode(s), and other information intended to authenticate payment orders will be maintained in strictest confidence and to safeguard against unauthorized access thereto. You agree that each time you initiate a Payment Order, you represent and warrant that, in view of the size and type of your Accounts and your requirements, (a) the security procedure you have chosen for issuing Payment Orders is a satisfactory method of verifying the authenticity of any Payment Order, and (b) you have in place proper supervision and safeguards to maintain the confidentiality and security of your password(s), username(s), security tokens and other personal identification number(s) and/or security devices or other information intended to authenticate Payment Orders. **YOU AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY INSTRUCTION, PAYMENT ORDER, AMENDMENT OR CANCELLATION, OR ANY LOSS ARISING THEREFROM, ERRONEOUSLY TRANSMITTED BY YOU OR ANYONE AUTHORIZED BY YOU HEREUNDER OR CONTAINING AN ERROR IN CONTENT AS PROVIDED BY YOU OR ANYONE AUTHORIZED BY YOU HEREUNDER, REGARDLESS OF WHETHER WE FOLLOWED THE SECURITY PROCEDURES AGREED UPON HEREIN OR ANY APPLICATION HERETO.**

Without limiting the foregoing, we reserve the right, in our sole discretion to verify the authenticity of a Payment Order.

You acknowledge and agree that we have made our Online Banking with the above described security procedures available to you to transmit Payment Orders. You further acknowledge and agree that Payment Orders transmitted to us via electronic mail and via telephone may pose a higher degree of risk than those transmitted to us via our Online Banking Systems. **IF AT ANY TIME YOU ELECT TO TRANSMIT A PAYMENT ORDER VIA ELECTRONIC MAIL AND/OR VIA TELEPHONE: (A) YOU REPRESENT AND WARRANT THAT YOU UNDERSTAND THE RISK OF TRANSMITTING PAYMENT ORDERS IN SUCH MANNER AND WITHOUT THE SECURITY PROCEDURES WE MAKE AVAILABLE FOR TRANSMITTING PAYMENT ORDERS ELECTRONICALLY, AND YOU HAVE IN PLACE YOUR OWN SECURITY PROCEDURES THAT YOU DEEM ADEQUATE TO PROTECT YOURSELF AGAINST THE RISK OF LOSS THAT MAY BE ATTRIBUTABLE TO FRAUDULENT OR UNAUTHORIZED PAYMENT ORDERS TRANSMITTED VIA ELECTRONIC MAIL, AND/OR VIA TELEPHONE (INCLUDING, BUT NOT LIMITED TO, SECURITY PROCEDURES THAT PREVENT OR REDUCE THE LIKELIHOOD OF ELECTRONIC MAIL COMPROMISE), AND (B) YOU ASSUME ALL RISK AND LIABILITY FOR, AND RELEASE AND HOLD US HARMLESS FROM, ANY AND ALL LOSSES, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED AS A RESULT OF OUR HAVING ACCEPTED IN GOOD FAITH ANY PAYMENT ORDER FROM (OR PURPORTING TO BE FROM) YOU TRANSMITTED VIA ELECTRONIC MAIL, OR VIA TELEPHONE FROM (OR PURPORTING TO BE FROM) YOU OR ANY OF YOUR AUTHORIZED AGENTS.**

Without limiting any of the foregoing, we reserve the right, in our sole discretion, to require any of the following additional methods of authentication before we accept or act on any Payment Order: (a) require that a return call may be made to you to verify the authenticity of such Payment Order; and/or (b) require authenticating information including such authenticating information as PINs, passwords or other information (such as "challenge questions") intended to authenticate instructions; and/or (c) require that such other security requirements be met as we deem necessary to authenticate a transaction. **You understand and agree that your failure to submit a request to us on our form, to accept a return call, or comply with any other security requirements that we require may result in us rejecting a Payment Order.** You further understand and agree that we are not required to do any of the foregoing described in (a)-(c) and the fact that we do not take such action in one case shall not waive our right to take such action in another case, nor the fact that we took such action in one case establish an expectation on your part that we will take such action in the future. You further understand and agree that we may change our security procedures or add new requirements at any time, and, upon notice to you, you will comply with such changes.

Upon your request a confirmation will be sent to you within three (3) Business Days from when your Payment Order is received. Regardless of the manner in which a Payment Order is received, on occasion we may email you at such address and/or number(s) as you must designate from time to time, other confirmation setting forth the foregoing information regarding a Payment Order. In addition, your Periodic Statement will also include such information. You may also access your Account details by way of our Online Banking System. You agree to examine each electronic message, confirmation if applicable, and Periodic Statement upon receipt and to notify us immediately of any perceived error or other problem regarding any such transfer.

Payment Orders may be subject to other agreements between us and you, and you agree to comply with such other agreements. You agree that you have been advised of, and will comply with, all security procedures set forth in this Agreement and any other applicable agreement between us and you. You agree that your failure to comply with our security procedures in this Agreement and any other applicable agreement shall result in you being responsible for any liability, loss or damage resulting from such failure.

Customer Verification

You agree that we are authorized, but not obligated, to rely upon and act in accordance with any Payment Order or other instruction or communication by phone, email or other electronic transmission (including without limitation any transmission by use of our software or the Internet, if applicable) received by us without inquiry on our part as to its accuracy or correctness. You further agree that we may, but are not obligated to, verify the accuracy or correctness of any Payment Order or other instruction or communication you provide us. If we attempt to verify the accuracy or correctness of a Payment Order, or other instruction or communication, and are unable to do so, we may, in our sole discretion, either make the transfer or decline to make the transfer or follow the instructions or decline to follow the instructions. In such event, we shall not be liable to you for any actual loss of any kind or in any amount, provided we have acted in good faith, even if such Payment Order or other instruction or communication contains inaccurate or erroneous information. You acknowledge and agree that you should verify all Payment Orders and other instructions and communications sent to us.

Account-To-Account Transfers

Your account-to-account transfers (i.e., book transfers) also constitute Payment Orders. All Payment Orders initiated by you must be initiated in compliance with our security procedures set forth in this and any other applicable agreement between us and you.

Reporting Errors or Unauthorized Transfers

You agree that you are in the best position to protect against fraudulent and unauthorized transfers and to detect any such or any other error or discrepancy involving your Account or any Payment Order. **You must notify us of any error or discrepancy with respect to any Payment Order within sixty (60) days from the date you receive your Periodic Statement containing the Payment Order. Such notice shall be made by calling (833) 260-4320 (Bask Bank Customer Support). If you do not receive an electronic message or confirmation of your Payment Order, then you must notify us of any error or discrepancy with respect to any Payment Order. In the event you fail to notify us within the timeframe set forth herein, you acknowledge and agree that we shall be relieved of any liability in connection with the Payment Order.** If, upon you questioning a transaction within the timeframe set forth herein, it is determined we complied with this Agreement or that you did not comply with this Agreement, we shall be relieved of all liability in connection with the Payment Order.

Certain Customer Responsibilities

You agree that you have sole responsibility for ensuring the accuracy of any Payment Order. You understand that the numbers assigned to other financial institutions and to the financial accounts of recipients of transfers (known as beneficiaries) with us and other financial institutions are critical to Payment Orders. **IF ANY PAYMENT ORDER BY YOU DESCRIBES THE INTENDED BENEFICIARY OF FUNDS INCONSISTENTLY BY NAME AND ACCOUNT NUMBER THAT PAYMENT BY THE RECEIVING FINANCIAL INSTITUTION (WHICH MAY BE US) MAY BE MADE ON THE BASIS OF ACCOUNT NUMBER ALONE EVEN IF THAT ACCOUNT IS NOT OWNED BY THE PERSON OR ENTITY NAMED IN THE PAYMENT ORDER. WE WILL NOT BE LIABLE FOR ANY ERRORS OR LOSSES RESULTING FROM ANY ERRORS IN OR CHANGES TO THE BENEFICIARY INFORMATION PROVIDED BY YOU. YOU HEREBY AGREE AND ACKNOWLEDGE THAT WE, THE BENEFICIARY'S FINANCIAL INSTITUTION AND EVERY INTERMEDIARY FINANCIAL INSTITUTION, ARE NOT RESPONSIBLE FOR DETECTING ANY CUSTOMER ERROR CONTAINED IN ANY INDIVIDUAL PAYMENT ORDER.**

If requested, you agree to provide an address of the beneficiary of each requested transaction. You represent and warrant to us that each transfer initiated by you is in compliance with the laws of the United States of America, including, without limitation, economic sanctions administered by OFAC and any other applicable laws.

Certain Bank Responsibilities

Our duties and responsibilities with respect to a Payment Order and any funds transfer service are limited to those described in this Section V. Our liability for failure to execute a Payment Order, if any, shall be limited as set forth in this Section V and otherwise in this Agreement.

We will use ordinary care in performing under this Agreement, but will be responsible for any loss sustained by you only to the extent such loss is incurred as a direct result of our gross negligence or willful misconduct. However, in such case, our liability will extend only to the resulting direct loss not to exceed the amount of the disputed transfer and any related fees. Notwithstanding the foregoing, you agree that we will not be responsible for any liability, loss, or damage resulting from: your failure to follow this Agreement or any procedures we require for transmitting Payment Orders, of which we have notified you; or any delay in the performance by us of, or failure to perform, the provisions of this Agreement; or the acts or omissions of any other person. You further agree that to the fullest extent permitted by law we shall not be liable for any special, indirect, exemplary or consequential damages, including, but not limited to, lost profits, even if we have been informed of the possibility of such damages.

IN THE EVENT THAT A PAYMENT ORDER IS UNAUTHORIZED BUT EFFECTIVE PURSUANT TO THE SECURITY PROCEDURES AND OTHER PROCEDURES AGREED TO HEREIN, WE ARE ENTITLED TO ENFORCE OR RETAIN PAYMENT FOR THE PAYMENT ORDER FROM YOU UNLESS YOU CAN PROVE THAT THE PAYMENT ORDER WAS NOT CAUSED, DIRECTLY OR INDIRECTLY, BY A PERSON EITHER (I) ENTRUSTED AT ANY TIME WITH DUTIES TO ACT ON YOUR BEHALF WITH RESPECT TO SUCH PAYMENT ORDER OR THE SECURITY PROCEDURES OR OTHER PROCEDURES HEREIN, OR (II) WHO OBTAINED ACCESS TO YOUR TRANSMITTING FACILITIES OR WHO OBTAINED, FROM A SOURCE CONTROLLED BY YOU AND WITHOUT AUTHORITY OF US, INFORMATION FACILITATING A BREACH OF THE PROCEDURES, REGARDLESS OF HOW THE INFORMATION WAS OBTAINED OR WHETHER YOU WERE AT FAULT.

Customer Amendment/Cancellation Requests

You acknowledge and agree that you have no right to reverse, amend, adjust, cancel or revoke a wire transfer request after we have executed the wire transfer. If you request the reversal, adjustment, amendment, cancellation or revocation of a wire transfer request, we may (but shall not be obligated to) attempt to recover the funds from the transferee using whatever steps we may deem appropriate in our sole discretion. **YOU AGREE TO INDEMNIFY US AND HOLD US HARMLESS AGAINST ANY CLAIM, LOSSES, DAMAGES, COSTS OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), WHICH WE MAY INCUR IN ATTEMPTING TO EFFECT SUCH RECOVERY OF FUNDS. WE MAKE NO REPRESENTATION OR WARRANTY AS TO OUR ABILITY TO REVOKE OR CANCEL A WIRE TRANSFER ONCE MADE.**

Foreign Currencies

We do not accept or process deposits in foreign currency.

Charges and Fees

There are no account service or transaction fees applied to your Bask Savings Account.

Governing Law

Fund transfers shall be governed by all applicable operating circulars of any Federal Reserve Bank which may handle any transaction that is the subject of this Agreement and by all applicable provisions of federal law and regulation. If any part of a Payment Order is carried out by FEDWIRE, your rights and responsibilities are governed by Regulation J of the U.S. Federal Reserve Board, 12 C.F.R. part 210. To the extent allowed by federal law, this Agreement shall also be governed by the operating rules and other governing documents of SWIFT, or any other wire transfer or advice service or facilitator, and by the laws of any foreign nation having jurisdiction over the transfer (or any segment thereof, to the extent of that segment only). To the extent it is not governed by such laws, regulations, rules and other governing documents, this Agreement shall be governed by the laws of the State of Texas. Without limiting the foregoing, certain provisions of UCC, Article 4A, may apply as well.

2. Automated Clearing House Items

This section covers your rights and responsibilities with regard to Automated Clearing House Items you initiate or receive. In connection with your Account, your rights and responsibilities will be governed accordingly by applicable laws, rules, and regulations. You acknowledge and agree to be bound by the NACHA Operating Rules. This section is divided into two distinct parts: Laws, Rules and Regulations and Consumer Accounts. The subject matter that follows provides guidance as to your rights and responsibilities of managing your Account with us.

Laws, Rules and Regulations

Governing Body of NACHA

As a whole, the governing body of the National Automated Clearing House Association ("NACHA") provides protections for Consumer ACH transactions. For example, if a Consumer discovers an unauthorized ACH Entry(s), the Consumer has up to sixty (60) days from the Settlement Date of the respective ACH Entry(s) to return it as unauthorized.

Governing Body of Regulation E

The role of Regulation E is to carry out the purposes of the Electronic Funds Transfer Act ("EFTA"), which establishes the basic rights, liabilities, and responsibilities of Consumers who use Electronic Funds Transfer services and of financial institutions that offer these services. The primary objective of the EFTA and Regulation E is the protection of Consumers engaging in Electronic Funds Transfers. The term Electronic Funds Transfer means any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a Consumer's account. The term extends to these transaction types:

- Direct deposit or withdrawals of funds
- Transfers initiated by telephone

Disclosing Your Account Information

We will disclose information to a Third Party about your Account with respect to Electronic Funds Transfer requests you have authorized. Such information is shared by us as deemed necessary to:

1. Complete a transfer
2. Conduct our business
3. Provide information as to the existence and condition of your Account to a Third Party, such as a credit bureau or merchant
4. Comply with a government agency or court order
5. Comply with your written permission
6. Comply with the terms of our Privacy Notices

Notwithstanding the foregoing, please see our Privacy Notices for additional details about your rights to financial privacy as a consumer.

Concerning Consumer ACH Entries

We may accept an ACH Credit Entry or ACH Debit Entry on your behalf, which is subject to Regulation E and governed by the NACHA Operating Rules. Such ACH Entry is arranged between you and the Originator (for example, merchant, place of business, or financial institution) by written authorization. We may act as either the Receiving Depository Financial Institution ("RDFI") or the Originating Financial Depository Institution ("ODFI").

You acknowledge and agree that your rights and responsibilities with respect to such ACH Entry shall be construed in accordance with the NACHA Operating Rules. ACH Entries are provisional until final payment is received by Us on the Settlement Date. Furthermore, you acknowledge and agree that we may rely on such representations and warranties contained in the NACHA Operating Rules and may credit or debit your Account in accordance to these Rules as instructed by the Originator of the ACH Entry.

In regards to ACH Credit Entries, notwithstanding the foregoing, if you have made arrangements with an Originator to credit your Account at least once every sixty (60) days from the same entity (person and/or place of business), you may inquire about such ACH Credit Entry by calling (833) 260-4320 (Bask Bank Customer Support). You generally may also access your Account with us through our Online Banking services 7 days a week, 24 hours a day, with the exception of regularly-scheduled online banking maintenance performed by us.

Returning Revoked/Unauthorized ACH Entries

Although all ACH Entries (both credit and debit) may be returned in accordance to the NACHA Operating Rules, those ACH Entries that may warrant the most concern include those that are revoked, unauthorized or involve the improper use of a source document and/or the amount thereof. Under such circumstances, the NACHA Operating Rules provides certain guidelines to protect Consumers.

Under certain rules afforded by the NACHA Operating Rules, you may have rights and responsibilities to return an ACH Debit Entry as revoked or unauthorized. Such rights and responsibilities include, but are not limited to, these events:

- Authorization Revoked by Customer: you have revoked the authorization previously granted to the Originator (for example, merchant, business relationship, or financial institution) for a particular repetitive ACH Debit Entry. The requirement of this rule is that you have requested that the Originator cease the repetitive ACH Debit Entry. We may request proof that the relationship has been ceased. You acknowledge and agree that this rule has a sixty (60) day return timeframe from the Settlement Date of the respective ACH Debit Entry.
- Customer Advises Not Authorized; Notice Not Provided; Improper Source Document; or Amount of Entry Not Accurately Obtained from Source Document: you notice an ACH Debit Entry to your Account that meets the criteria set forth herein. The requirements of this rule are that you have no prior knowledge, on any level, with respect to the ACH Debit Entry or that the source document, or amount thereof, is improper or not accurately reflected. You acknowledge and agree that this rule has a sixty (60) day return timeframe from the Settlement Date of the respective ACH Debit Entry.

In the event you receive an ACH Debit Entry that has been previously revoked, is unauthorized or involves the improper use of a source document and/or the amount thereof, notify us AT ONCE by calling (833) 260-4320 (Bask Bank Customer Support). You acknowledge and agree that you are afforded protection by the NACHA Operating Rules of up to sixty (60) days from the Settlement Date of the respective ACH Debit Entry to return it.

Furthermore, you acknowledge and agree that the sixty (60) day return timeframe (from the Settlement Date) is the maximum protection you have in accordance to the NACHA Operating Rules. For example, if the ACH Debit Entry in question occurred on the 15th of the month and your Account statement is mailed or made available to you on the 30th of the month, you only have 45 days left on which to report the issue. Thus, ordinary care by you is required.

Without limiting the foregoing, we require that you notify us AT ONCE as soon as you discover an ACH Debit Entry that has been previously revoked, is unauthorized or involves the improper use of a source document and/or the amount thereof. You may request for us to return an ACH Debit Entry that is revoked, unauthorized or involves the improper use of a source document and/or the amount thereof by calling (833) 260-4320 (Bask Bank Customer Support).

In the event it is determined that the ACH Debit Entry is revoked, unauthorized or involves the improper use of a source document and/or the amount thereof, we will ask you to provide us with a written statement under the penalty of perjury and will return the ACH Debit Entry accordingly. You must notify us of your intent to return a revoked, an unauthorized or the improper use of a source document within the sixty (60) day return timeframe set forth herein (from the Settlement Date) by our deadline at 12:00 p.m. CT.

Requesting Stop Payments: Consumer ACH & Recurring Electronic Transfers

You may request for us to place a stop payment on any ACH Debit Entry or Recurring Electronic Transfer initiated, or to be initiated. You acknowledge and agree that your stop payment request must be received by us within three (3) Business Days from the scheduled date of the ACH Debit Entry or Recurring Electronic Transfer. You may notify us by calling (833) 260-4320 (Bask Bank Customer Support). Furthermore, you acknowledge and agree that the three (3) Business Day stop payment provision is only applicable to ACH Debit Entries or Recurring Electronic Transfer for this payment type: Prearranged Payments.

You acknowledge and agree that it is solely your responsibility to provide us with the information required to process your stop payment request to verify that we have not paid or otherwise processed the ACH Debit Entry or Recurring Electronic Transfer for which you are requesting a stop payment order. **You agree that we will not be liable to you if you provide us with any incorrect information, or if you request a stop payment on an ACH Debit Entry or Recurring Electronic Transfer we have already paid. If you issue a stop payment order on an ACH Debit Entry or Recurring Electronic Transfer that we have paid already, we will not be liable if you initiate ACH Debit Entry or Recurring Electronic Transfer to the same Payee resulting in you paying the Payee twice. Additionally, you acknowledge and agree to indemnify us for and hold us harmless from any claim, losses, damages, judgements, costs and expenses (including reasonable attorneys' fees) that result from you providing us with incorrect information. Furthermore, in the event you provide us with any incorrect information which you requested a stop payment order, you acknowledge and agree that we may pay the ACH Debit Entry or Recurring Electronic Transfer accordingly and we will not be liable to you.**

Notwithstanding, stop payment requests that involve transactions, including, but not limited to, Checks converted at the point-of-purchase, lockbox, back office, or for Insufficient Funds reasons and ACH Debit Entries initiated over the telephone or Internet, you acknowledge and agree that your stop payment request must be received by us at such a time and in such a manner as to allow us a reasonable opportunity to act upon your stop payment request prior to acting on the ACH Debit Entry or Recurring Electronic Transfer.

Although we may, in our sole discretion, act upon your oral stop payment request, we must receive a written confirmation from you within 14 days from the date of your oral request. Written confirmation must be delivered or mailed to us to the following address: 2350 Lakeside Blvd., Ste. 800, Attn: Bask Bank Customer Support, Richardson, Texas 75082. In the event you fail to provide us with your written confirmation within the 14 day timeframe, you acknowledge and agree that your stop payment request ceases to be binding and we have no obligation to maintain your oral stop payment request beyond the timeframe set forth

herein. Upon receipt of your written confirmation, a stop payment order remains in effect until the earlier of: a) the withdrawal of the stop payment order by the receiver; or b) the return of the debit entry, or, where a stop payment order applies to more than one debit entry relating to a specific authorization involving a specific originator, the return of all such debit entries. Recurring Electronic Transfers remain in effect for 6 months, unless renewed in writing.

You acknowledge and agree to hold us harmless from any loss or damage you incur which may arise as a result of your stop payment request. Furthermore, in the event your stop payment order is successful, you acknowledge and agree that you may still be liable to the Payee or Third Party in the amount of the respective ACH Debit Entry or Recurring Electronic Transfer.

Notwithstanding, in the event we fail to execute your stop payment request in accordance to our Agreement with you, we will be liable for your direct losses or damages not to exceed, in the aggregate, the amount of the respective ACH Debit Entry or Recurring Electronic Transfer on which you requested the stop payment order, and the recovery of that amount is your sole and exclusive remedy.

Concerning Changing Amount: Consumer ACH

In the event you have made arrangements with an Originator (for example, a merchant, place of business, or financial institution) to initiate an ACH Debit Entry to your Account on a recurring basis, the Originator must send notice to you when the ACH Debit Entry, which has been authorized by you in writing, will vary by amount. Such notice must be sent to you within 10 calendar days from the date on which the ACH Debit Entry is scheduled to take place. Without limiting the foregoing, the Originator may opt, instead, to obtain your written authorization, agreeing to a range in lieu of a specific amount. Under such circumstances, a written notice to you is not required in accordance to the NACHA Operating Rules as long as the ACH Debit Entry is within the agreed upon range.

Concerning Changing Date: Consumer ACH

In the event you have made arrangements with an Originator (for example, merchant, place of business, or financial institution) to initiate an ACH Debit Entry to your Account on a recurring basis, the Originator must send notice to you in the event the date on which the ACH Debit Entry will take place, changes (if it is to change). Such notice must be sent to you within 7 calendar days from the date of the scheduled transfer.

3. Electronic Funds Transfers

Concerning Online Banking Transactions

You may access your Account with us by 24 hours a day, 7 days a week (with the exception of regularly-scheduled bank online maintenance periods), by logging on to our website at www.baskbank.com. To access your Account, you'll need your Username, password and personal computer or mobile device. You may conduct these transactions:

- Transfer funds between your Accounts, including checking and savings
- Verify your Account activity, including balances, deposits, and withdrawals
- Export Account information to a financial package such as Microsoft® Money or Quicken®

Restricting/Prohibiting Transfers to Foreign Countries and Nationals

In accordance with the Bank Secrecy Act and other applicable laws and regulations, we have the right to restrict or prohibit any transfers of funds to a foreign country, or national thereof, identified by the U.S. Government, including the Office of Foreign Assets Control, as a country which may be engaged in activities involving money laundering, terrorism or other criminal activities. Furthermore, in our sole discretion, we have the right to restrict or prohibit any withdrawal transactions (for example, debit transactions) originating from any foreign country.

VI. Safety Tips

Your safety and the protection of your Account(s) is important to us. While we cannot anticipate every situation that may arise, we encourage you to read and follow the below Mail and Phone Safety tips.

Mail and Phone Safety

1. Be aware of high-pressure sales tactics. Record the name, address, and phone number of the soliciting organization. Ask for names of the solicitor's customers so that you may obtain references. Lastly, ask questions; the fewer questions that can be answered may be a sign that the solicitation is not legitimate.
2. Report suspicious telemarketing calls to the Attorney General within your state of residence, the National Fraud Information Office at www.fraud.org or the Better Business Bureau (local office).
3. Refuse to offer your personal information over the phone or through the Internet unless you initiated the call or online communication through the company's secure website. Bask Bank will never email YOU and request account information.
4. Consult the U.S. Postal Inspection Service with suspicious mail activity. Notify the Post Office immediately if you are no longer receiving mail; you can request that the Post Office trace any forwarding mail orders (remains in postal system for up to 14 days).
5. Notify the Post Office immediately when you are planning to move.
6. Ensure that your mailbox is secure and promptly remove your mail from the mailbox each day mail is delivered.
7. Shred all mail documents which contain your Non-Public Personal Information.

Bask Savings Account

The following provisions apply to the Bask Savings Account you maintain with us.

Account Qualifications - In order to be eligible for a Bask Savings Account you must, at a minimum, be 18 years of age, be a US citizen or legal resident, have a valid US Tax Payer Identification Number, and have a valid US address. Additional qualifications apply and all applicants are subject to identity verification and security screening to comply with applicable regulations, including but not limited to, the USA PATRIOT Act and Bank Secrecy Act. You must also provide Bask Bank with your AAdvantage® account number in order to receive AAdvantage® miles. Failure to establish an AAdvantage® account or to provide Bask Bank with your AAdvantage® account number may result in your account being closed and forfeiture of the miles you earned.

Earning Miles for Balances - The Bask Savings Account earns American Airlines AAdvantage® miles instead of cash interest. Bask Bank will Award AAdvantage® miles equal to the Monthly Mile Award Rate multiplied by the average current balance in Your Bask Savings Account for the applicable month, rounded to the nearest whole number. In order to receive the AAdvantage® miles you earn through Bask Savings Account, you must have an AAdvantage® account and provide your account number to Bask Bank. On or before the fifth Business Day of each month, Bask Bank will transfer your AAdvantage® Miles Earned in the prior month to the AAdvantage® account you provided. Each year, Bask Bank will send a 1099 to both You and the IRS reporting the value of the AAdvantage® miles you received. The miles awarded through the Bask Savings Account are considered to be "purchased" under the AAdvantage® program and are not eligible to contribute to an upgrade in your AAdvantage® program status.

Rate Information - Bask Bank will Award AAdvantage® miles equal to the Monthly Miles Award Rate multiplied by the average current balance in Your Bask Savings Account for the applicable month, rounded to the nearest whole number. Since you are Awarded Miles based on the average current balance in your Account each month instead of interest, Bask Bank calculates an interest equivalent based on a good faith estimate of the value of the miles. Your interest rate and annual percentage yield may change based on a change in either the Miles Award Rate or the estimated value. Miles are currently valued at 0.42 cents per mile, the equivalent of 0.42% annual percentage yield.

Compounding and Crediting Frequency - You will Accrue Miles monthly for the current balance you maintain in your Bask Savings Account. The Miles Accrued each month will be Awarded (credited to the AAdvantage® account you have provided) on or before the fifth Business Day of the following month. Since Miles Earned are not added to your Bask Savings Account balance, there will not be any compounding of interest.

Frequency of Rate Changes - At our discretion, we may change the interest rate on your account at any time.

Determination of Rate - At our discretion, we may change the interest rate on your account.

Minimum Balance to Open the Account - There is no minimum balance required in order to open a Bask Savings Account; however, accounts that do not receive an initial deposit within sixty (60) days may be closed.

Monthly Average Balance Computation Method - We use the average of the daily current balance for each day of the given month to calculate the Miles Earned on your account. Bask Bank will Award AAdvantage® miles equal to the Monthly Miles Award Rate multiplied by the average current balance in Your Bask Savings Account for the applicable month, rounded to the nearest whole number.

Effect of Closing an Account - If the account is closed before or on the last day of a monthly statement cycle, accrued miles for that period will not be paid. If the account is closed on or before the date on which any Bonus Miles offer is to be awarded, the Mile Earned for that Bonus Miles offer will not be paid.

Accrual of Awards on Non-Cash Deposits - Mileage Awards begin to accrue no later than the Business Day we receive credit for the deposit of non-cash items (for example, checks).

Transaction Limitations - We reserve the right to limit the frequency of transactions and/or dollar limit of transfers between your Bask Savings Account and certain accounts. These transfer limits may be changed at any time without notice, unless required by applicable law.

Federal law and regulation impose restrictions on the number of withdrawal and transfer requests allowed in any given month from a savings or money market account (non-transaction accounts); thus, we are required to monitor your Bask Savings Account each month for withdrawal and transfer activity. You acknowledge and agree that during any statement cycle, you may not make more than 6 withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer, telephone order or instruction, computer transfer, check, draft, debit card or similar order to a third party. The transaction occurs on the date the Item clears your Account. This date may be different from the date on which you initiated the Item. You acknowledge and agree that we may close your Account in the event you exceed the number of withdrawals or transfers stated herein as required by federal law or regulation.

No Fees - We do not charge fees associated with your Bask Savings Account. However, external financial institutions and/or other third parties may charge fees for the use of their certain services or certain activities.

AAdvantage® Account Requirement - You may open a Bask Savings Account before establishing an AAdvantage® account; however, you must establish an AAdvantage® account and provide the number to Bask Bank. The AAdvantage® program is under the sole control and administration of American Airlines and any miles awarded by Bask Bank are subject to the terms and conditions of the AAdvantage® program. Bask Bank is not an affiliate of American Airlines and opening a Bask Savings Account is not a guarantee that your application for an AAdvantage® account will be approved. Failure to establish an AAdvantage® account or to provide Bask with your AAdvantage® account number may result in your account being closed and forfeiture of the miles you have earned.

Tax Reporting – Working with our advisors, Bask Bank has determined that miles received for maintaining a bank balance meet the definition of income under US Law and IRS regulations require Bask Bank to report them. Bask Bank calculates the value of the miles you are Awarded each year based on a good faith estimate of value. Each year, Bask Bank will send a 1099 to both You and the IRS reporting the value of the AAdvantage® miles you received.

No Cash Value - Bask Savings Account rewards you exclusively with AAdvantage® miles. This account will not accrue cash interest and does not offer any option to receive cash interest or other cash compensation and by opening the Bask Savings Account, you acknowledge you understand that you will not receive cash interest on your balances in the account. Bask Bank does not provide an option to convert AAdvantage® miles accrued or earned through the Bask Savings Account into cash. You also cannot convert your Bask Savings Account into a regular Texas Capital Bank savings account that does accrue cash interest. You would need to close the Bask Savings Account and then open a new Texas Capital Bank savings account.

Bonus Miles – Bask may offer additional opportunities for you to earn AAdvantage® miles based on completing certain activities, such as referring a friend. Any such offer will be subject to completion of requirements Bask has set for that program. Any such offer is subject to change and Bask may terminate the offer or change the terms at any time and without notice. Bask has determined that Bonus Miles meet the definition of income under US Law and IRS regulations require Bask to report them. Bask is not an accounting firm or law firm and is not offering tax advice; however, we believe that miles received for completing activities will be viewed, in most cases, as miscellaneous income reportable to the IRS on form 1099 MISC; however, we reserve the right to change the form on which such income is reported in our sole discretion.

VIII. Online Banking Terms and Conditions Agreement

General Terms and Disclosures Applicable to All Services

The following terms and disclosures govern the manner in which Bask Bank (“Us,” “We,” “Our”) will provide online banking services (“Services”) to You, the customer (“You,” “Your”). By accepting this Online Banking Terms and Conditions Agreement (“Terms”), accessing your deposit accounts and making use of the Services, and/or authorizing others to do so on Your behalf, You agree to be bound by these Terms. We may amend these Terms from time to time without notice, except as may be required herein or by applicable law.

Relation to Other Agreements

These Terms are in addition to and cumulative of any account agreement You have with Us (an “Account Agreement”). In the event of a conflict between (a) these Terms and (b) any Account Agreement, the terms of these Terms will apply. You should review the Account Agreement for applicable fees, transaction limitations on the number of transactions You can make and for other restrictions that might impact Your use of the Services for a particular Account.

In addition, if You elect to use the Mobile Banking Services (defined below), You understand and agree You are still subject to the terms and conditions of any agreement You have with any unaffiliated third-party service providers, including, but not limited to Your mobile service provider (e.g., AT&T, Verizon, Sprint, T-Mobile, etc.) or any third-party provider of or marketplace for the Mobile Banking Services (e.g., Apple, Inc., or Google, Inc. (Android)), and these Terms does not amend or supersede any of those separate third-party service provider agreements. You understand that such services may provide for fees, charges, limitations and restrictions which might impact Your use of the Services (e.g., data use charges, etc.), and You agree to be solely responsible for all such fees, charges, limitations and restrictions. You agree that only Your mobile service provider is responsible for the performance and operation of its products and services, including Your mobile device and the mobile service provider’s own network. You agree to resolve any problems with Your mobile service provider without involving Us, Apple, Inc. or Google, Inc. (Android). You must comply with applicable third-party terms when using the Mobile Banking Services (e.g., You cannot be in violation of Your wireless provider agreement when using the Mobile Banking Service.)

Service Limitations and Enhanced/New Services

Some of the activities described herein may not be available for certain accounts or customers. We reserve the right to modify the scope and type of activities offered via the Services at any time in our sole discretion. We may also reserve the right to refuse to process any transaction You request through the Services for a variety of reasons as set forth herein. We may also, from time to time, introduce new Services or enhance the existing Services. We may notify You of the existence of these new or enhanced Services and provide You an opportunity to subscribe to such Services. Your subscription to these Services is subject to these Terms, any additional terms applicable to the new or enhanced Services, and You having the necessary hardware and software. By using any new or enhanced Services when they become available, You agree (a) that such new and enhanced Services will be subject to these Terms and included as “Services” under these Terms, and to be bound by any additional terms that may govern the new or enhanced Services.

Our Customer Support Information

Phone : (833) 260-4320

Email: customersupport@baskbank.com

Hours : Please visit baskbank.com and click the “Contact Us” button at the bottom, right-hand side of the screen to see our current Customer Support hours.

Non-Business Schedule :

The Customer Support Center is closed on Sundays and the following holidays: New Year’s Day; Martin Luther King, Jr.’s Birthday; President’s Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran’s Day; Thanksgiving Day; Christmas Day.

Mail may also be addressed to :

Bask Bank

Attn: Bask Bank Customer Support

2350 Lakeside Blvd., Ste. 800

Richardson, Texas 75082

Contacting the Bank via Email

Regular Electronic Mail (email) transmissions may not be secure. We request that You do not send or request sensitive information such as account numbers, passwords, account information, etc. via any public email system. All sensitive information should be sent via Our Secure Message Center when you login to baskbank.com. If You send Us an email message, You agree We may take a reasonable time period to act on Your email. If You need immediate assistance, for example to report an unauthorized transaction, call the Customer Support Center phone number noted above.

Rights to Account

You represent that You are the legal owner of the accounts linked to the Services, and that all the information You provide to Us in connection with such accounts and the Services, including Your e-mail and contact information, is accurate, current and complete, and that You have the right to provide such information to Us for using the Services. You agree not to misrepresent Your identity or Your account information. You will keep Your account information up to date and accurate. You are an authorized user of the mobile device You use to access the Services.

Charges and Fees

There are no account service or transaction fees applied to your Bask Savings Account.

Site Maintenance

At Bask Bank, We strive to maintain continuous availability to our online services. However, due to unforeseen circumstances it may be necessary for Us to perform maintenance at other times causing the Services to be temporarily unavailable or allow for intermittent connectivity. While We do not anticipate such occurrences happening frequently, and We will attempt to minimize any disruptions to Services, We reserve the right to perform maintenance on Our Online Banking systems at such other times as We deem necessary in Our sole discretion.

Computer Equipment

To access the Services, You must own or have access to equipment and software (including web browser software) that allows You to access the internet (collectively, the "Computer"). The web browser You use must be current and support, at a minimum, Secure Socket Layer ("SSL") technology and 256-bit encryption. You must also have the current version of Adobe Acrobat Reader or another portable document format ("PDF") reader that allows You to access PDF documents. You understand that if You use a web browser that does not support SSL and 256-bit encryption, the security of Your transactions related to the Services may be compromised and not in compliance with the security procedures required by Us. You further understand that You are responsible for the installation, maintenance and operation of the Computer, including, but not limit to, any viruses, internet-related problems or internet service provider fees that may be associated with Your access and use of the Services. We reserve the right as technology develops to impose further restrictions or requirements to maintain the appropriate level of security for the transactions contemplated hereunder. You agree to abide by such restrictions or requirements or to discontinue the Services. **THE RISK OF ERROR, FAILURE OR NON-PERFORMANCE OF THE SERVICES IS YOUR RISK AND INCLUDES THE RISK THAT YOU DO NOT OPERATE THE COMPUTER PROPERLY.**

WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR COMPUTER OR THE SERVICES, OR ANY ELECTRONIC VIRUS OR VIRUSES THAT YOU MAY ENCOUNTER, EXCEPT WHERE THE LAW REQUIRES A DIFFERENT STANDARD. WE MAKE NO WARRANTY TO YOU REGARDING YOUR COMPUTER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIMITATIONS ON OUR LIABILITY AND DISCLAIMER OF WARRANTIES CONTAINED IN THIS SECTION ARE IN ADDITION TO THE OTHER LIMITATIONS ON OUR LIABILITY AND DISCLAIMER OF WARRANTIES PROVIDED FOR IN THESE TERMS, ANY OTHER AGREEMENT BETWEEN THE PARTIES OR PROVIDED BY APPLICABLE LAW.

Security Procedures; Care of Your Security Code, Username and Password

The first time You access the Services, You will be asked to provide information to verify that You are an account holder and/or to otherwise identify Yourself. You will be assigned and/or asked to create a username and password or other security code (e.g., a Secure Access Code, a Security Question or a Security Word). You agree that the use of usernames, passwords and security codes is a reasonable method to authenticate Your transactions and other actions, and those transactions and other actions which You authorize others to conduct for You. **YOU UNDERSTAND AND AGREE THAT YOU WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER YOUR USERNAME AND PASSWORD AND ANY SECURITY CODE PROVIDED BY US OR CREATED BY YOU AND YOU SHALL USE THE SAME OR SIMILAR SECURITY AND CONTROL OVER SUCH ITEMS AS YOU WOULD USE FOR CASH, BUT IN NO EVENT LESS THAN THE AMOUNT OF SECURITY AND CONTROL THAT WOULD BE REASONABLE UNDER THE CIRCUMSTANCES.**

You agree that You will not give Your username, password, or other security code, or make them available, to any other person. You are responsible for all transfers and payments You initiate or authorize through the Services. If You disclose Your username, password or other security code to any person, allow any person to obtain Your username, password or other security code, or permit any person to use the Services, You will have authorized that person to access Your Accounts and You are responsible for all transactions that person initiates or authorizes from Your accounts. If You believe that Your username, password or other security code has been lost or stolen, or that someone has made payments and/or transfers using Your username, password or other security code without Your permission, notify Us IMMEDIATELY at the contact information below.

Bask Bank Customer Support Center

(833) 260-4320 (Bask Bank Customer Support)

customersupport@baskbank.com

You understand that if You do not notify Us in a timely manner, the unauthorized use of Your username, password, or other security code could cause You to lose all of the money in Your accounts, to the maximum extent permitted by applicable law. We reserve the right to change Your username, password, and any other security code at any time by giving oral or written notice to You. You agree that Your use of the new username, password, and/or other security code after We provide notice of the change(s) constitutes Your acceptance of the new username, password, and/or other security code. You acknowledge that the purpose of Your username, password, and security code is to authenticate the identity of the person initiating the action and not to detect errors in any transmission or content. We are not agreeing to any procedure for the detecting of errors. You represent that for the Mobile Remote Deposit Capture Service (RDC), You consider these security procedures to be commercially reasonable with respect to the size, type, and frequency of deposits You anticipate submitting and other types of transactions and other actions You anticipate You may engage in via the Services, including those transactions that You anticipate making via the Mobile RDC Service.

Access to the Services requires that You receive and transmit data, information, orders and instructions (including, without limitation, instructions to transfer, transmit, pay or remit funds) via connection or remote computers over telephone lines. You acknowledge that data including email, electronic communications, and confidential financial data and information may be accessed by unauthorized third parties when communicating to Us using the internet or other network or dial-up communications facilities, telephone or any other electronic means. By using the internet in connection with the Services or to otherwise communicate with Us, You are assuming the risk that viruses, Trojan horses, worms or other harmful components may be transmitted to You, including those that may allow unauthorized third parties to communicate with Us and initiate transactions or take other actions using Your identity in such a way as to cause Us to believe such communications and transactions or other actions are made by You. You agree to install and utilize on Your system commercially reasonable antivirus and/ or similar software or use other appropriate protections as You deem necessary to protect against such risk. **WE DO NOT WARRANT THAT THE SERVICES, ANY REPORT GENERATED IN CONNECTION WITH THE SERVICES, OR THE SERVERS OR OTHER PROPERTY THAT IS USED TO PROVIDE THE SERVICES AND ANY REPORTS GENERATED WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.**

With respect to internet access to the Services, You agree to use "browser" software that supports a data security protocol compatible with the protocol used by Us. Until notified otherwise by Us, You agree to use software that supports the secure socket layer (SSL) protocol or other protocols accepted by Us and follow Our log-on procedures that support such protocols. You acknowledge that We are not responsible for: (i) notifying You of any upgrades, fixes or enhancements to any such software; or (ii) any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the internet. With the exception of applications commonly known as web browser software, or other applications formally approved by Us in writing, You agree not to (a) use any software, program, application or any other device to access or log on to Our computer systems, website or proprietary software; or (b) automate the process of obtaining, downloading, transferring or transmitting any data or information to or from Our computer systems, website or proprietary software. You understand and acknowledge that engaging in the practices described in (a) and (b) increase the risk of unauthorized access to Your Computer and accounts, which could result in fraudulent transactions or other harmful activity, and You agree to bear all liability for any losses sustained as a result of Your engaging in the practices described in (a) or (b).

We reserve the right at any time to change any or all of Our security procedures, and You agree to follow and comply with any such changes after being notified by Us of such change. You agree that Your use of any Services after We provide notice of a change constitutes Your acceptance of the new security procedures.

We also reserve the right to require that such other security requirements be met as We deem necessary, in Our sole discretion, before accepting any order or instruction or reinstating Your access to the Services. You understand and agree that the fact that We may not require additional security procedures in one case does not waive Our right to require such additional security procedures in other cases. In addition, You understand and agree that the fact that We require additional security procedures in one case does not establish an expectation on Your part that We will require such additional security procedures in the future.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY RELEASE AND AGREE NOT TO HOLD US LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND CAUSED BY OR RESULTING FROM (A) US FOLLOWING ANY ORDER OR INSTRUCTION OR THE TRANSMISSION OF DATA AND INFORMATION TO OR FROM US, INCLUDING, WITHOUT LIMITATION, ANY ORDER, INSTRUCTION, DATA AND INFORMATION TRANSMITTED TO OR FROM US USING THE SECURITY PROCEDURES DESCRIBED IN THIS SECTION, AND (B) YOUR DISCLOSURE OF YOUR USERNAME, PASSWORD, SECURITY CODE OR OTHER BANKING INFORMATION WHETHER OR NOT SUCH DISCLOSURE WAS INADVERTENT OR UNINTENTIONAL. You agree to be responsible for all orders and instructions (including, without limitation, instructions to transfer, transmit, pay or remit funds) entered and data and information transmitted through and under Your username, password or other security code, and any orders or instructions (including, without limitation, instructions to transfer, transmit, pay or remit funds) so received by Us will be deemed to have been received from You. All data, information, orders and instructions (including, without limitation, instructions to transfer, transmit, pay or remit funds) shall be deemed to be made at the time received by Us and in the form received.

No Bask Bank employee, nor any company affiliated with a third-party service provider of Us, will contact You via e-mail or phone requesting Your username, password, or security code. If You are contacted by anyone requesting this information, **DO NOT GIVE ANY OF YOUR INFORMATION OUT**, and please contact Us immediately to report the details of the incident.

We are committed to the security of Our customers' accounts and account information. However, You must also take every precaution to ensure the safety, security and integrity of Your Accounts and transactions through the Services. We may, from time to time, recommend security guidelines. It is Your responsibility to follow such guidelines. Failure to comply with such guidelines may result in discontinuation of the Services and You shall be responsible for any liability, loss or damage resulting from such failure.

Unavailable, Delayed or Inaccurate Account Information

We strive to provide You with complete, accurate and timely information regarding Your accounts and transactions through Our Online Banking and Our mobile application ("App"). **However, except as required by law, We will not be liable to You for any losses You incur as a result of unavailable, delayed or inaccurate information involving Our Online Banking or Our App.**

Location-Based Information

If You use any location-based feature of the Services, You agree that Your geographic location and other related personal information may be accessed and disclosed via the Services. If You wish to revoke Services access to such geographic location information, You must cease using the location-based features of the Services.

Our Liability for Failure to Complete a Transaction

We and Our third-party service providers, as applicable, are responsible for completing funds transfers from Your eligible account(s) according to Your properly entered and transmitted instructions. We and Our third-party service providers, however, are not responsible for confirming or monitoring such instructions or refusing to process duplicate payment instructions.

WITHOUT LIMITING THE FOREGOING, IN THE EVENT THAT YOU SUFFER ANY DAMAGES OR LOSSES AS A RESULT OF OUR OR ANY OF OUR THIRD-PARTY SERVICE PROVIDERS FAILING TO COMPLETE A FUNDS TRANSFER ON TIME OR ACCORDING TO YOUR INSTRUCTIONS, YOU AGREE THAT TO THE FULLEST EXTENT PERMITTED BY LAW NEITHER WE NOR ANY OF OUR THIRD-PARTY SERVICE PROVIDERS, AS APPLICABLE, SHALL BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE AMOUNT OF ACTUAL DAMAGE OR LOSSES YOU INCUR UP TO THE AMOUNT OF THE TRANSFER WE FAILED TO COMPLETE ON TIME OR PER YOUR INSTRUCTIONS. YOU AGREE THAT IN NO EVENT SHALL WE OR ANY OF OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR LATE CHARGES, INTEREST, PENALTIES OR OTHER AMOUNTS INCURRED BY YOU FOR YOUR FAILURE TO ALLOW SUFFICIENT TIME FOR PROCESSING AND DELIVERY OF ANY PAYMENTS OR TRANSFERS SO LONG AS WE HAVE COMPLIED WITH THE PROVISIONS OF THESE TERMS.

Furthermore, without limiting the foregoing, there may be times or situations when We or Our third-party service providers do not or are unable to complete a transfer per Your Instruction, and You agree We and Our third-party service providers will not be responsible for any losses or damages You incur, including in any of the following circumstances:

- You do not obtain a Confirmation Number at the time You initiate a payment and/or transfer.
- The designated account does not contain sufficient funds to complete the payment and/or transfer.
- The designated account is closed, frozen or otherwise inactive.
- We have identified You as a credit risk and have chosen to (i) make all payments and/or transfers initiated by You via the Services utilizing a paper, as opposed to electronic, method, or (ii) to terminate Your subscription to the Services.
- The Services, or any communications link, is not working properly and You know or have been advised by Us about the malfunction before You execute the transaction.
- You have not provided Us with the correct instructions.
- A payee mishandles or delays handling payments sent by Us.
- Circumstances beyond Our control prevent or delay the proper execution of the transaction. Such circumstances include, but are not limited to: telecommunication outages, power outages, equipment failures, postal strikes, delays caused by other financial institutions, fires and floods.
- The transfer would result in Us exceeding any limitation of Our intraday net funds position established pursuant to present or future Federal Reserve guidelines.
- A court order, such as a garnishment or other legal process, prevents Us from making a transfer.
- Any third party through whom any payment or transfer is to be made fails to properly transmit the payment or transfer.
- You or anyone You allow to use the Services commits fraud or violates any law or regulation.
- You do not use the Services properly.
- We have a reasonable basis for believing that unauthorized use of Your username, password, security code, or deposit account(s) has occurred or may be occurring.
- You default under these Terms, the Agreement, a credit agreement, or any other agreement with Us.
- We or You terminate these Terms.

The limitation on Our liability contained in this section shall be in addition other limitations on Our liability provided for in these Terms, in other agreements between the parties, or provided by applicable law.

Statements

All payments and/or transfers made via the Services will be listed on Your monthly Account statements (“Statement”) that You receive from Us.

Errors or Questions

In case of errors or questions about your electronic transfers, telephone us at (833) 260-4320, Write Us at Bask Bank, Attn: Bask Bank Customer Support, 2350 Lakeside Blvd Suite 800, Richardson, Texas 75082, or E-mail Us at customersupport@baskbank.com as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transfer listed on the statement or receipt.

We must hear from You no later than sixty (60) days after We sent the FIRST statement on which the problem or error appeared and You must:

1. Tell Us Your name and account number (if any);
2. Describe the error or the transfer You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information; and
3. Tell Us the dollar amount of the suspected error.

If You tell Us orally, such as via telephone, We may require that You send Us Your complaint or question in writing within ten (10) Business Days after You initially inform Us. We may also require You to provide Your complaint in the form of a sworn statement/affidavit.

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

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, We may take up to ninety (90) days to investigate Your complaint or question. For new accounts, We may take up to twenty (20) Business Days to credit Your account for the amount You think is in error.

If a notice of error involves a transaction processed through the VISA system, We will provide provisional credit within five (5) Business Days after You notify Us instead of the usual ten (10) or twenty (20) Business Days. We may, in Our sole discretion, withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if We believe that the circumstances of account history warrant the delay.

We will tell You the results within three (3) Business Days after completing our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in our investigation. If We provisionally recredit Your account, We may take back the amount of any credit if We find that an error did not occur.

You understand that You will have no liability for unauthorized transactions if You notify Us within sixty (60) days after the statement showing the transaction has been sent to You. If You do not notify Us within sixty (60) days after the statement was sent to You, You may not get back any money You lost after the sixty (60) days if We can prove that You could have stopped someone from taking the money if You had told Us in time.

Your Liability for Unauthorized Transactions

This section applies to unauthorized transactions involving Your username, password or security code and other unauthorized transactions.

Notify Us AT ONCE if You believe that Your username, password or security code has been lost, stolen or has been learned by an unauthorized person. You acknowledge and agree that such notification must be initiated by calling (833) 260-4320 (Bask Bank Customer Support) followed by written confirmation. Furthermore, You acknowledge and agree that the written confirmation must be received by Us within ten (10) calendar days from the date of Your oral notification.

If You assert that an unauthorized transfer may have occurred, or You believe Your username, password, or other security code has become known to an unauthorized person, We may require You to sign a sworn statement/affidavit to that effect.

If You have selected optional Mobile Banking Services, You understand that You are solely responsible for notifying Us immediately in the event that Your Mobile Device associated with the telephone number provided to Us to register for Mobile Banking Services is lost, stolen, changed or destroyed. You understand that with regard to SMS text messages, failure to promptly notify Us may result in Your failure to receive important SMS text messages and/or the interception of such SMS text messages by unauthorized third parties. You may also incur SMS text messaging fees for such SMS text messages even if You do not receive them. **You understand that We are not responsible for any costs, expenses, liabilities or damages that You incur as a result of Your failure to receive an SMS text message, the interception of any SMS text message by an unauthorized or other third party, or Your incurrence of SMS text messaging fees for SMS text messages You did not receive.**

YOU UNDERSTAND AND ACKNOWLEDGE THAT IN ADDITION TO ANY DISCLAIMERS OR LIMITATIONS OF LIABILITY AS OTHERWISE STATED IN THESE TERMS, IN OTHER AGREEMENTS BETWEEN THE PARTIES, OR PROVIDED BY LAW, WE SHALL NOT BE LIABLE FOR LOSSES OR DAMAGES ARISING FROM: (i) NON-DELIVERY, DELAYED DELIVERY OR WRONG DELIVERY OF ANY E-MAIL COMMUNICATION THAT YOU WOULD NORMALLY ACCESS VIA THE WEB BROWSER ON YOUR MOBILE DEVICE OR OF ANY SMS TEXT MESSAGE NORMALLY SENT DIRECTLY TO YOUR MOBILE DEVICE; (ii) INACCURATE CONTENT IN ANY E-MAIL COMMUNICATION THAT YOU ACCESS VIA THE WEB BROWSER ON YOUR MOBILE DEVICE OR IN ANY SMS TEXT MESSAGE SENT DIRECTLY TO YOUR MOBILE DEVICE; (iii) ANY ACTIONS RESULTING FROM THE INTENTIONAL OR UNINTENTIONAL DISCLOSURE BY YOU TO ANY UNAUTHORIZED PERSON OF THE CONTENTS OF ANY E-MAIL COMMUNICATION YOU ACCESS VIA THE WEB BROWSER ON YOUR MOBILE DEVICE OR ANY SMS TEXT MESSAGE SENT DIRECTLY TO YOUR MOBILE DEVICE; OR YOUR USE OR RELIANCE ON THE CONTENTS OF ANY SUCH E-MAIL OR SMS TEXT MESSAGE FOR ANY PURPOSE.

For any transactions processed through the VISA or MasterCard system, Your liability limits will differ from those set forth in this section. For certain transactions processed through the Visa or MasterCard system, You may have no liability if You report the unauthorized transactions to Us, in accordance with each network's respective "zero liability" policies for unauthorized transactions. We may, however, impose greater liability, up to the extent allowed by law, if We reasonably determine that You were either grossly negligent (e.g., delay for an unreasonable time in reporting unauthorized transactions) or fraudulent in handling Your Services transactions processed through the VISA or MasterCard system.

The risk to You in failing to notify Us is the potential loss of all funds in Your Account. If You notify Us within two (2) Business Days after You learn of the loss, theft or compromise thereof by an unauthorized person, Your liability is up to \$50 for an unauthorized Electronic Funds Transfer or series of related unauthorized Electronic Funds Transfers should someone use Your username, password or security code without Your permission.

If You DO NOT notify Us within two (2) Business Days after You learn of the loss, theft or compromise thereof by an unauthorized person of Your username, password or security code and We can prove that We could have stopped someone from using Your username, password or security code had You informed Us of the loss, theft or compromise thereof, Your liability could be as much as \$500.

Failure to notify Us of any unauthorized Electronic Funds Transfer should someone use Your username, password or security code within sixty (60) calendar days of when the first periodic statement which reflected such unauthorized activity was mailed or otherwise made available to You could result in additional losses by You of 100 percent.

We may extend the sixty (60) calendar day timeframe when certain events prevent You from notifying Us promptly, such as extended travel or hospital stay. Upon verification, We will extend the timeframe set forth herein to a timeframe deemed reasonable under such circumstances in accordance to Regulation E.

In addition, unless prohibited by law, You agree to reimburse Us for any liability, loss, cost and expense We may incur in connection with Your Account except to the extent they are caused solely by Our intentional misconduct.

Children Using the Services

The safety and privacy protection of children is very important to Us. Children should always ask their parent or guardian for permission before sending personal information to anyone online. You understand that for a child under the age of 13, only the child's parent or legal guardian has authority to access the Services, even if the account has been established on behalf of that child. **If You permit a child under the age of 13 to use the Services, or give the child Your username or password, You understand that You are responsible for all activity the child initiates from or to any of Your accounts, even if he or she exceeds Your authorization. You understand that You can contact Us at the information listed in the "Our Customer Support Information" section of these Terms with any questions or concerns.**

Our Use of Third-party Service Providers

Our ability to provide certain Services and Mobile Banking Services depends on our ability to provide access to third-party networks. You authorize Us to utilize third-party service providers selected by Us to provide Services to You on Our behalf. For details regarding Our safeguarding of Your personal information, please refer to the Online Privacy Policy. In the event that We determine, in Our sole discretion, that We are unable to provide third-party network access, We may discontinue the related Service(s) or may provide the Service(s) through alternate third-party networks. You understand that We shall have no liability for the unavailability of access during any transition period, and shall give You written notice of any Service involving transfers to or from Your deposit account(s) being discontinued at least twenty-one(21) days in advance of such termination, unless such prior notice is otherwise excused by law.

Disclosure of Account Information to Third Parties

We will only disclose information to third parties about Your Account or the transactions that You make (1) where it is necessary or helpful for completing a transaction; (2) in order to verify the existence and condition of Your Account for a third party, such as a credit bureau or merchant; (3) in order to comply with reporting or other legal requirements; (4) if You give Us Your permission; (5) to otherwise conduct Our business; and (6) as otherwise provided in our Online Privacy Policy; or (7) as otherwise permitted by law.

Legal Compliance

You agree to abide by all applicable international, federal, state and local laws, rules, regulations and ordinances pertaining to the Services. You represent and warrant that (a) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (b) that You are not listed on any U.S. Government list of prohibited or restricted parties, such as the U.S. Department of Treasury's Office of Foreign Asset Control's Specially Designated Nationals List.

Disclaimer of Warranties

While We hope that the Services and Mobile Banking Services are useful and reliable, You understand that We and our third-party service providers cannot and do not make any representation or warranty: (i) that You will have continuous or uninterrupted access to the Services or the Mobile Banking Services or any of its information, content or functions; (ii) that the Services or the Mobile Banking Services will operate on a continuous or uninterrupted basis; or (iii) that any information, content or functions will be error-free.

WE AND OUR THIRD-PARTY SERVICE PROVIDERS PROVIDE THE SERVICES AND ALL INFORMATION AND CONTENT DELIVERED BY OR THROUGH THE SERVICES TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE AND OUR THIRD-PARTY SERVICE PROVIDERS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, PERFORMANCE, ACCURACY, AVAILABILITY, CONTENT, FUNCTION, ACCESSIBILITY, NON-INTERRUPTION, NON-INFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WE AND OUR THIRD-PARTY SERVICE PROVIDERS ALSO DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, RELATED TO ANY ADVERTISEMENTS OR WEBSITES IN CONNECTION WITH THE SERVICES. YOU UNDERSTAND THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF THE SERVICE (INCLUDING ANY SOFTWARE OR OTHER MATERIALS SUPPLIED IN CONNECTION WITH THE SERVICE) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO PERFORM AN ADJUSTMENT OR REPAIR OF THE SERVICE.

YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS" AND THAT NEITHER WE NOR ANY OF OUR THIRD-PARTY SERVICES PROVIDERS MAKE ANY WARRANTIES CONCERNING THE SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT ALLOWED BY LAW.

SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. YOU SHOULD SEEK LEGAL COUNSEL IF YOU HAVE ANY QUESTIONS ABOUT THE APPLICATION OF THE ABOVE WARRANTY TO YOU

OR YOUR LEGAL RIGHTS.

If You download Our App from Apple, Inc., via the Apple App Store or Google, Inc., via Google Play for Android, then in the event of any failure of Our App to conform to any warranty as described in these Terms, You may notify Apple, Google, or any other app store or marketplace, and Apple, Google or the operator of any other app store or marketplace will refund the purchase price for Our App to You, if any. To the maximum extent permitted by applicable law, Apple, Google, or the operator of any other app store or marketplace will have no other warranty obligation whatsoever with respect to Our App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Our sole responsibility. Additionally, Apple, Google, or the operator of any other app store or marketplace has no obligation whatsoever to furnish any maintenance and support services with respect to Our App. We, and not Apple, Google, or the operator of any other app store or marketplace, are responsible for addressing any of Your claims and any third-party claims relating to Our App.

Exclusion of Damages; General Limitation of Liability; Release of Claims

We and You acknowledge and agree that We, and not Apple, Inc. or Google, Inc. (Android), is responsible for addressing any claims (a) by You or any third party relating to the Services and Mobile Banking Services, or (b) relating to Your possession and use of the Services and Mobile Banking Services, including, but not limited to product liability claims or any claim that the Services or Mobile Banking Services fail to conform to any Applicable Law, including applicable consumer protection laws.

YOU FURTHER AGREE THAT TO THE FULLEST EXTENT PERMITTED BY LAW, OUR LIABILITY AND THAT OF OUR PARENT COMPANY, AFFILIATES AND SUBSIDIARIES AND OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTROLLING PERSONS, STOCKHOLDERS, AGENTS, REPRESENTATIVES, LICENSORS, THIRD PARTY SERVICE PROVIDERS, AND SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "BANK INDEMNIFIED PARTIES") SHALL BE LIMITED TO THE ACTUAL DAMAGES ARISING DIRECTLY FROM THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF THE BANK INDEMNIFIED PARTIES, AS APPLICABLE, IN THE PERFORMANCE OR NON-PERFORMANCE AS REQUIRED BY THESE TERMS OR APPLICABLE LAW. YOU FURTHER AGREE THAT IN NO EVENT SHALL ANY OF THE BANK INDEMNIFIED PARTIES BE LIABLE TO YOU OR TO ANY OTHERS FOR:

(A) ANY AMOUNT IN EXCESS OF ANY ACTUAL LOSSES OR DAMAGES INCURRED BY YOU, OR (B) ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR LOSS OF PROFITS, REVENUE, BUSINESS, DATA, FILES, GOODWILL OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES), HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY (TORT, CONTRACT OR OTHERWISE). YOU HEREBY WAIVE, RELEASE AND AGREE NOT TO SUE ANY OF THE BANK INDEMNIFIED PARTIES FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR LOSS OF PROFITS, REVENUE, BUSINESS, DATA, FILES, GOODWILL OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES), HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE ABOVE, YOU FURTHER AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW:

(1) WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, CLAIM, LIABILITY, DAMAGE, COST, EXPENSE OR OTHER AMOUNT ARISING IN ANY WAY OUT OF, DIRECTLY OR INDIRECTLY, FROM YOUR FAILURE TO COMPLY WITH ANY TERM OR CONDITION CONTAINED IN THESE TERMS;

(2) THE AMOUNT OF ANY CLAIM YOU HAVE AGAINST US SHALL BE SUBJECT TO REDUCTION ON THE BASIS OF THE FAILURE TO USE REASONABLE CARE ON YOUR PART, THE PART OF ANY OTHER OWNER OR AUTHORIZED SIGNER ON YOUR ACCOUNT, THE PART OF ANY PERSON WHO SIGNED THE MASTER DEPOSIT AGREEMENT APPLICABLE TO YOUR ACCOUNT, OR THE PART OF ANY OF YOUR AGENTS OR EMPLOYEES WHO CONTRIBUTED TO THE LOSS WHICH IS THE BASIS OF YOUR CLAIM;

(3) OUR LIABILITY WITH RESPECT TO ANY CLAIM WILL BE LIMITED TO THE FACE VALUE OF ANY ITEM OR TRANSACTION IMPROPERLY DISHONORED OR PAID OR THE ACTUAL VALUE OF ANY DEPOSITS NOT PROPERLY CREDITED OR WITHDRAWALS NOT PROPERLY DEBITED;

(4) YOU WILL HOLD US AND THE OTHER BANK INDEMNIFIED PARTIES HARMLESS FROM AND WE AND THEY SHALL NOT BE RESPONSIBLE FOR ANY LOSS, CLAIM, LIABILITY, DAMAGE, COST, EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) OR OTHER AMOUNT THAT ARISES IN ANY WAY, DIRECTLY OR INDIRECTLY, BECAUSE OF (A) THE ACTS, OMISSIONS OR POLICIES OF ANY GOVERNMENTAL AGENCY, FINANCIAL INSTITUTION OR OTHER PARTY THROUGH WHICH A FUNDS TRANSFER SUBJECT TO THESE TERMS IS EFFECTED, INCLUDING THE FAILURE OF ANY SUCH INSTITUTION OR AGENCY OR PARTY TO ACCOUNT FOR OR PAY OVER ANY FUNDS TRANSFERRED; (B) LEGAL CONSTRAINTS, NATURAL DISASTER, FIRE, WAR, STRIKE, CIVIL UNREST, ACTS OF GOD, ERROR IN OR MALFUNCTIONING OR INTERRUPTION OF COMMUNICATION OR TRANSMISSION EQUIPMENT OR LINES, OR ANY OTHER CIRCUMSTANCE BEYOND OUR REASONABLE CONTROL; (C) YOUR FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THESE TERMS; (D) ANY DISPUTE BETWEEN YOU AND ANY OTHER OWNER OR AUTHORIZED SIGNER ON YOUR ACCOUNT OR ANY PERSON WHO SIGNED THE MASTER DEPOSIT AGREEMENT APPLICABLE TO YOUR ACCOUNT; AND (E) ANY THIRD PARTY CLAIMING AN INTEREST IN YOUR ACCOUNT. IN ADDITION, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY AND REIMBURSE US FOR ANY LOSS, LIABILITY, DAMAGE, COST AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) WE MAY INCUR IN CONNECTION WITH YOUR ACCOUNT(S), THE SERVICES PROVIDED TO YOU UNDER THESE TERMS, OR BY OUR FOLLOWING ANY OF YOUR INSTRUCTIONS, EXCEPT TO THE EXTENT THAT SUCH LOSS, LIABILITY, DAMAGE, COST OR EXPENSE WAS CAUSED SOLELY BY OUR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. THE LIMITATIONS ON OUR LIABILITY AND ENTITLEMENT TO BE INDEMNIFIED AND REIMBURSED CONTAINED IN THIS SECTION SHALL BE IN ADDITION TO ANY OTHER LIMITATIONS ON OUR LIABILITY AND ENTITLEMENT TO INDEMNITY AND REIMBURSEMENT PROVIDED FOR IN THESE TERMS, ANY OTHER AGREEMENT BETWEEN YOU AND US, OR PROVIDED BY LAW. FURTHERMORE, THE LIMITATIONS ON OUR LIABILITY AND ENTITLEMENT TO BE INDEMNIFIED AND REIMBURSED PROVIDED FOR IN ANY PROVISION OF THESE TERMS SHALL BE CUMULATIVE AND NOT EXCLUSIVE OF ANY OTHER LIMITATION ON OUR LIABILITY AND RIGHT TO INDEMNITY AND REIMBURSEMENT PROVIDED ELSEWHERE IN THESE TERMS.

Indemnification and Release

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS US AND OUR PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF OUR AND THEIR AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, FROM AND AGAINST ALL DAMAGES, CLAIMS, LIABILITIES, COSTS, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR RELATING TO YOUR ACCESS AND USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ALLEGING FACTS THAT IF TRUE WOULD: (I) CONSTITUTE A BREACH BY YOU OF THESE TERMS; (II) CONSTITUTE INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF INFORMATION, DATA, FILES OR OTHER MATERIALS SUBMITTED BY YOU TO THE SERVICES; (III) CONSTITUTE FRAUD OR MALICIOUS CONDUCT BY YOU; (IV) CONSTITUTE

A VIOLATION BY YOU OF ANY LAW OR RIGHTS OF A THIRD PARTY; (V) CONSTITUTE A CLAIM FOR WHICH YOU HAVE AGREED TO PROVIDE INDEMNIFICATION ELSEWHERE IN THESE TERMS; OR (VI) CONSTITUTE A CLAIM FOR DAMAGES FOR WHICH YOU HAVE AGREED ELSEWHERE IN THESE TERMS THAT WE ARE NOT RESPONSIBLE.

The indemnity and release contained in this section shall be in addition to the other indemnities and releases provided for in these Terms, in other agreements between the parties, or provided by applicable law.

Proprietary Rights and Other Intellectual Property: User Conduct

The license granted to You for the Services is a nontransferable license to use the Services on products that You own or control and as permitted by the usage rules and terms of service governing such products, including the usage rules and terms of service of Apple, Inc.; Google, Inc.; and the Apple and Android App Store, as applicable.

You understand that other than Your materials and account information and except where otherwise expressly provided for herein, all content ("Content") of or received through the Services (including the Mobile Banking Services) including the graphics, icons and overall appearance of the Services is the exclusive property of Us, Our subsidiaries, affiliates, licensors and/or other third parties whom We utilize to provide any portion of the Services and is protected by copyright and other intellectual property rights. The trademarks, logos and service marks displayed through the Services (including Mobile Banking Services) are the registered and unregistered trademarks of Us, Our subsidiaries, affiliates, licensors and/or other third parties with whom We have entered into licensing or other agreements.

You agree that under no circumstances will You use, copy, alter, modify, change or delete these copyright trademarks, logos and service marks. Neither Our allowing You access to the Content as part of the Services nor anything contained in these Terms should be construed as (a) granting by implication or otherwise any license or right to use any trademarks, logos and service marks without the express written permission of Us, or the third party which has the rights to such trademarks, logos and service marks, as appropriate; and (b) a waiver of any of Our proprietary rights nor any other party's proprietary rights, including, but not limited to, copyrights, trademarks, service marks, patents and other intellectual property, nor a transfer by implication, estoppel or otherwise of any such rights or of any license to the Mobile Banking Services user or to any third party. The Content of the Mobile Banking Services is protected by United States and international copyright laws, both as individual works and as a collection and by United States and international trademark laws.

The display of third-party trademarks within the Services does not grant You a license of any kind. Any downloading of the contents of the Services or any other service linked to the Services may be a violation of federal trademark and copyright laws.

In the event of any third-party claim that the App or Your possession and use of the App infringes a third party's intellectual property rights, We and Our third-party service providers, not Apple, Google, or the operator of any other app store or marketplace, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

Amendments and Notice

These Terms and applicable Service fees and charges may only be changed, altered or amended by Us. You understand and agree that any informational materials or instruction guides are provided merely for Your convenience and will not change, alter or impose any obligations or duties on Us unless such materials or instructional guides expressly state Our intent to change, alter or amend an agreement by such materials or instructional guides.

We will notify You of any change, alternation or amendment to these Terms thirty (30) days prior to any change, alteration or amendment taking effect except that We shall not be required to notify You if We determine in Our sole discretion that an immediate change is necessary to maintain or restore the security of a system (including the funds transfer system) or an account or is necessary to comply with any applicable law or regulation. However, if We make such change, alteration or amendment permanent, We will notify You as soon as reasonably possible thereafter unless We determine in Our sole discretion that (a) disclosure would jeopardize the security of a system or an account, or (b) such change, alteration or amendment is not adverse to You in which case [(a) or (b)] We shall not be required to provide any notice to You at all.

Unless a provision in these Terms specifically requires or permits a different type of notice be made, or We otherwise agree in writing to provide a different notification method, You acknowledge and agree that We may (a) provide notice to You of a change, alteration or amendment to these Terms or any Service (i) by mail or email at Your address as reflected on Our system of record; (ii) by delivery with any of Your account statements; (iii) by posting within Our Online Banking system; (iv) by sending You a message via Our secure message system, which is accessible via Our Online Banking website and the App; (v) by any other method permitted by law; or (vi) by any combination of the foregoing notification methods; and (b) provide any other type of notice to You by posting a notice on Our Online Banking website or by any of the other methods described in (a). In the event applicable law or a provision in these Terms specifically requires that We provide You written notice by mail, We will use Your mailing address reflected on Our system of record. All notices shall be deemed to have been given when delivered by hand; when mailed by United States mail, registered mail or certified mail; via confirmed telecopy; or via confirmed email.

You agree to be bound by any change, modification or amendment to these Terms and any Service, and Your use of any Service following receipt of any notice of change, alteration or amendment (including any change in fees or charges) constitutes Your acceptance of such change, alteration or amendment.

Cancellation/Termination of Services

Notwithstanding any other provision of these Terms, We reserve the right to terminate Your use of any Service, in whole or in part, at any time without prior notice or reason, except as required by applicable law. Your Online Banking and/or Services may be automatically deactivated if not used for a six (6) month consecutive period. You may cancel Your subscription to the Services, upon thirty (30) days prior written notice provided to the Customer Support Center at Our address listed in the "Our Customer Support Center Information" section of these Terms. You will be responsible for all payments and/or transfers You have requested prior to termination and for all other charges, fees and taxes incurred prior to the date upon which these Terms or the particular Service is terminated. Be sure to cancel all outstanding payment and/or transfer orders within the thirty (30) day notification period. You agree that We will not be liable for payments and/or transfers not canceled or made due to Your actions or omissions related to Service termination. All representations and warranties made by You and all indemnity, release, limitations on liability, venue, choice of law and jury trial provisions contained in these Terms (or incorporated herein by reference) shall survive notwithstanding termination of these Terms and any Service.

Third-party Beneficiaries

You agree that Our third-party service providers may rely upon these Terms and any other agreements You have with Us and any warranties and representations You have made to Us. You further agree that Our third-party service providers are intended third-party beneficiaries to these Terms with the power to enforce these Terms against You. We and You acknowledge and agree that Apple, Inc., and all of its subsidiaries, and Google, Inc. (Android), and all of its subsidiaries, are intended third-party beneficiaries of these Terms and that, upon Your acceptance of these Terms, Apple, Inc.; Google, Inc.; and their subsidiaries, as applicable, will have the right (and will be deemed to have accepted the right) to enforce these Terms against You as a third-party beneficiary thereof. You agree that Our third-party service providers may rely upon Your agreement and representations, and that such service providers are intended third-party beneficiaries to this Agreement, with the power to enforce this Agreement against You. We and You acknowledge and agree that Apple, Inc., and all of its subsidiaries, and Google, Inc. (Android) and all of its subsidiaries, are third-party beneficiaries of this Agreement and that, upon Your acceptance of this Agreement, either Apple, Inc., or Google, Inc., as applicable, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third-party beneficiary thereof.

Optional Mobile Banking Services

This section of the Terms governs Your election to use the optional Mobile Banking Services that are offered by Us as part of the Services. Our Mobile Banking Application Services ("Mobile Banking Service(s)") provide personal financial information management services and check deposit via remote deposit capture through Our App which You may download to Your compatible mobile device.

We retain the ability to either approve or deny Your use of Mobile Banking Services, including the Mobile RDC Service in Our sole and absolute discretion. If We approve You to use such Services, then by using such Services, You agree to the applicable provisions set forth in these Terms, You understand and agree to the meanings of the defined terms set forth in these Terms and any related documentation made available to You by Us for use with the Services.

In the event of any unforeseen issues or failure of this product for Mobile RDC deposits, Your deposits can be made by mailing deposits to:

Bask Bank
Attn: Bask Bank Customer Support
2350 Lakeside Blvd., Ste. 800
Richardson, Texas 75082

While the Mobile Banking Services are currently offered at no charge by Us, We reserve the right to assess fees or otherwise charge for Mobile Banking Services in the future and will provide You notice of such fees or charges, as required by these Terms or applicable law. Further, You understand that transactions You conduct via Mobile Banking Services may also be subject to fees imposed by third-party service providers with whom You have entered into other agreements. You understand that if You decide to activate the Mobile Banking Services, You are responsible for all costs and expenses associated with such Services, including, without limitation, all fees You incur for data transfers and as a result of sending and receiving text messages through Your mobile device service.

You understand and acknowledge that the Mobile Banking Services allows You to conduct certain Services via Your Mobile Device. We, in Our sole discretion, shall determine which Services shall be included in the Mobile Banking Services. From time to time, We may develop additional Mobile Banking Services, and You understand that You will have the opportunity to subscribe to them, provided that You have the necessary Mobile Device and related hardware and software.

By deciding to enroll in the optional Mobile Banking Services, You agree that we may contact You for account alerts, fraud prevention purposes, and for any other purposes as provided in these Terms or in other applicable agreements You have with Us or as otherwise allowed by applicable law. You further agree that We may transmit email communications that You access via the web browser on Your specified mobile device and/or text messages directly to Your specified mobile device that contain certain information and alerts about the accounts You select. Text messages may be sent in response to text messages We receive from Your specified mobile device or, in some cases, upon the occurrence of a predefined condition related to Your account (e.g., low balance or receipt of deposit alerts). You understand and agree that account alerts sent via email communications accessed via the web browser on a mobile device and/ or via text messages may be sent to any and all signers on the account who have registered for Mobile Banking Services, provided they have given Us a valid telephone number for a mobile device and have subscribed to the applicable alert. You understand that You are solely responsible for all costs assessed by Your mobile device service provider for receiving text messages or other data on Your mobile device.

You understand that to enroll in the Mobile Banking Service You must complete the entire registration process. You represent that You are an authorized user of any mobile device You use to access the Services. As part of Your registration, You must certify that You are Our customer and provide a valid U.S. telephone number, including the area code, for Your mobile device that will be used for the Mobile Banking Services. You affirm that Your Mobile Device meets Our minimum system requirements. You also understand that You will need to meet all of the equipment, access and system requirements set forth in these Terms to access Mobile Banking Services, and to view and print any statements, notices and disclosures for Mobile Banking Services.

You understand and agree that if You elect to use the Mobile Banking Services, there are risks associated with using Your mobile device, and that in the event of theft or loss, Your confidential and personally identifiable information may become compromised. You further understand and agree that all communications and text messages transmitted to Us using the Mobile Banking Services are not confidential and are deemed to be Our property. You acknowledge that the privacy policies of other third-party businesses providing any information, services or products in relation to or through the Mobile Banking Services may be different than Our Privacy Policy and You should review those policies before engaging in a transaction or providing any personally identifiable information to such third-party service providers.

You understand that it is Your responsibility to provide true, accurate, current and complete information about Yourself when registering for the Mobile Banking Services and to maintain and promptly update the registration data to keep it true, accurate, current and complete and to promptly update the registration information to keep it true, accurate, current and complete. Without limiting the foregoing, You understand it is Your responsibility to update Your telephone number if and when it changes in order to ensure proper delivery of Mobile Banking Services, including SMS text messages. If You change Your telephone number for any reason, You will notify Us immediately to ensure that Your Mobile Banking Services and Our communications are not interrupted or inadvertently delivered to another recipient who

may be assigned Your prior telephone number.

If You elect to use the Mobile Banking Services and You permit other persons to use Your mobile device to access the Mobile Banking Services, You are responsible for any transactions they authorize. If You access the Mobile Banking Services on Your mobile device, You understand that You will be required to enter Your username and password. The Mobile Banking Services may include Your name and certain information about Your account, such as the last 4 digits of Your account number or specific account transaction information. **You understand and acknowledge that transmission of Your masked account number and specific information, including dollar amounts or individual payees and payors, does not constitute transmission of personal or private information, and You hereby authorize Us to send such information via the Mobile Banking Services to Your mobile device. You agree that Our obligation to exercise commercially reasonable due care in maintaining the confidentiality and security of information is fulfilled by Our use of normal security procedures.**

Use of Mobile Banking Services

You agree that You will contact Us at the information listed in the “Our Customer Support Information” section of this Agreement if You have any questions about or problems with the Mobile Banking Services. If the Mobile Banking Services are modified, You are responsible for understanding how to use any modifications. You may not copy (other than a copy for personal or business use), modify, distribute, transmit, display, perform, reproduce, transfer, resell, lease, rent, distribute access to or republish any of the contents of these Mobile Banking Services without Our prior written consent of, which may be withheld in Our sole discretion. **Unless otherwise subject to the provisions of the federal Electronic Funds Transfer Act (“EFTA” (15 U.S.C. 1693 et seq.) and Regulation E (12. CFR Part 1005 et seq.) promulgated and issued by the Consumer Financial Protection Bureau pursuant to the EFTA, We will not be liable to You for any losses caused by Your failure to properly use the Mobile Banking Services or Your mobile device.** Additional information regarding Regulation E is contained in the “Error Resolution” section of these Terms.

You agree not to use the Mobile Banking Services in any way that would: (a) infringe any third party’s copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Mobile Banking Services to impersonate another person or entity; (c) violate any applicable law (law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising, anti-money laundering or bank secrecy); (d) be false, misleading or inaccurate; (e) create liability for Us or our affiliates or service providers, or cause Us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt the computer networks connection to the Services; (i) interfere with or disrupt the use of the Service by any other user; or (j) result in unauthorized entry or access to Our computer systems or the computer systems of others.

Mobile Banking Processing Equipment and Software

You must obtain Our Mobile Application in the Apple or Google (Android) app stores and install it on Your mobile device in order to become approved and use the Services. You must comply with the mobile device hardware, software, and other requirements, as well as applicable security procedures, as set forth in these Terms and in any related documentation or any supplemental information and/or instructions provided by Us. We do not guarantee that all mobile devices are compatible with Our App. For the Mobile Remote Deposit Capture (RDC) Services in particular, You understand that failure to comply with mobile device hardware, software and other requirements regarding the Services may result in You being unable to generate a Sufficient Image Copy in order to create an electronic image to complete a Mobile RDC deposit.

You are responsible for the security of Your mobile device and for allowing its use only by individuals authorized by You. You are strongly encouraged to mitigate the risks that mobile devices present by ensuring that Your mobile device is password protected. We reserve the right as technology develops to impose further reasonable requirements to maintain the appropriate level of security for the Mobile Banking Services and transactions contemplated hereunder, and You agree to abide by such requirements. Furthermore, You understand and acknowledge that if You do not implement and follow Your own commercially reasonable hardware, software, physical access and physical storage security procedures regarding any of the data owned by You, which may include data containing sensitive and personally identifiable information (“PII”), and follow such procedures, the security of the Services and Your data may be compromised. You understand and agree that You are solely responsible for (a) installing, maintaining and operating Your mobile device (hardware and software); (b) securing, encrypting, protecting and otherwise safeguarding the data owned by You; and (c) for adopting and following related security procedures including, but not limited to, data security protection, firewalls and anti-virus software.

In addition to other limitations on Our liability contained elsewhere in these Terms, in other agreements between the parties, or provided by applicable law, You understand, acknowledge and agree that We are not responsible for any loss or damages resulting from any errors or failures of Your mobile device or data processing systems, including, but not limited to any mobile device virus or malware attack (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to the data owned by You, or any mobile device network problems that may be associated with Your access and use of Our Mobile Banking Services.

For avoidance of doubt, You understand, acknowledge and agree that all data provided by You to Us (including, but not limited to, electronic images or Substitute Checks retained on any processing equipment or processing software [including Your mobile device] used by You in conjunction with the Services) remains Your data even if produced, compiled or otherwise provided by Us to You, in any form or format. We will make available to You upon written request and to the extent required by applicable law, any information in the control or possession of Us concerning any financial product or service You obtain from Us, including information relating to any transaction, series of transactions, or any of Your accounts including costs, charges and usage data. Once Your data is delivered by Us to You, retrieved by You from Us, or otherwise created as a byproduct of a transaction between You and Us and retained by You, such data owned by You is solely within Your possession and control.

Information Regarding Mobile Remote Deposit Capture (RDC) Transactions

By electing to use the Mobile Banking Services You subscribe to, and We agree to provide, the Mobile Remote Deposit Capture (“RDC”) Service to be used by You in accordance and in compliance with the Check Clearing for the 21st Century Act, codified at 12 U.S.C. § 5001–5008 (“Check 21 Act”) and subject to these Terms and any documentation made available to You by Us related to the Mobile RDC Service. For the purposes of this section and other provisions relating to the Mobile RDC Service, any capitalized term not otherwise defined herein has the definition ascribed to it under the Check 21 Act. The Mobile RDC Service is a Mobile Banking Service that

enables You to create and submit electronic check images (also known as “Image Replacement Documents”) to Us, for deposit to Your personal deposit account(s), as applicable, in lieu of the original paper checks (“Original Checks”) from which such RDC check images were obtained.

We may establish in Our sole discretion conditions that must be met for using the Mobile RDC Services. If We determine, in Our sole discretion, that You have met the conditions We have established, We will provide for acceptance for deposit to Your account(s) the electronic images of Original Checks for collection as allowed under these Terms and any documentation related to the Mobile RDC Service. The dollar amount limits and daily number of transaction limits for RDC shall be determined by Us in our sole discretion. You should talk to a Bask Bank Customer Support Specialist for information regarding dollar limit and daily number of transaction restrictions. Items exceeding your daily or monthly limits must be delivered to Us for processing or held until the deposit is within Your available limit.

By depositing electronic images with Us via the Mobile RDC Services, You give Us the same warranties and indemnities that we, as a reconverting bank, would give under applicable law or regulation. You understand and acknowledge that all of the warranties deemed given by a depositor of a check to a bank under the Uniform Commercial Code (“UCC”), as applicable from time to time in the State of Texas (“Texas UCC”), shall also apply to any electronic image of an Original Check the same as if such electronic image or Substitute Check were a paper check within the meaning given under the Texas UCC. Accordingly, except to the extent that any warranties deemed given under the Texas UCC are expressly superseded by the Check 21 Act or its associated regulations (“Check 21 Regulations”), You understand that You are deemed to give Us all the same warranties You would have given under the Texas UCC for the deposit of an Original Check by transferring to Us: (a) any Substitute Check; (b) an IRD or other item purporting to be a Substitute Check; or (c) any electronic image that purports to contain a Sufficient Image Copy of an Original Check or a Substitute Check. Such warranties also include the following two (2) specific warranties regarding transfer and presentment:

- (1) You warrant that the electronic image We convert to a Substitute Check meets the requirements described in the Check 21 Regulation (found at 12 CFR §229.51(a)(1)– (2) and as amended from time to time) for legal equivalence, and
- (2) Your warranty given above is deemed given to Us and any other person, company or bank to which We transfer, present or return any of the Images included in such electronic file as a Sufficient Image Copy or that purports to be a Sufficient Image Copy created by Us or any subsequent bank receiving a copy of such image.

Prohibited Transactions; Procedures; Retention of Original Checks

Prohibited Transactions. You agree not to use the Mobile RDC Service to deposit or otherwise process: (i) non-cash items; (ii) items drawn on foreign banks or payable in other than U.S. money; (iii) items without preprinted magnetic ink routing numbers; (iv) items for which You are not a holder in due course; (v) Substitute Checks, except those which have been returned to You for any reason; (vi) items payable to any person or entity other than You (i.e., no third- party deposits); (vii) items containing apparent alterations to any of the information on the front of the check or item, or which You know or suspect (or should know or suspect) are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; (viii) items dated more than six (6) months prior to the date of deposit; (ix) items prohibited by Our procedures relating to the Services or which are not acceptable under these Terms; (x) Original Checks or other items previously converted to a Substitute Check; (xi) checks or items that are Remotely Created Checks (as defined in Regulation CC, 12 CFR Part 229 [“Reg. CC”]); (xii) checks or items prohibited by this Agreement or any documentation related to the Mobile RDC Service, or any other agreement between the parties or applicable law; or (xiii) checks or items which are otherwise not acceptable under the terms of Your account(s). You further agree that You will not permit any third party to use the Mobile RDC Service to deposit Original Checks to Your account.

Processing of Mobile RDC Deposits. You shall submit check images to Us in such format, and with such associated check information, as We may require periodically, utilizing Accredited Standards Committee X9’s Specifications for Electronic Exchange of Check and Image Data (DSTU X9.37-2003) and in conformance with the requirements of Our App. We reserve the right to reject any single check image or group of check images for any reason in our sole discretion, before or after it/they appear on Our system.

Prior to transmittal, all checks submitted through the Mobile RDC Service must be properly endorsed payable to the order of “Electronically Deposited to Bask Bank,” followed by Your signature and account number. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. Items transmitted without being properly endorsed are subject to rejection by Us. While we may accept nonconforming endorsements, you may be responsible for any loss incurred by us due to the delay in processing or returning the item for payment.

You agree to inspect and verify the quality of the check images, ensuring that the check images of the front and back of the Original Check are legible for all posting and clearing purposes by Us. Specifically, You warrant the following: (i) the check image is an accurate representation of the information contained in the Original Check, and the check image includes all endorsements from the Original Check; (ii) each check image contains a record of all MICR line information required for a Substitute Check, and the check image satisfies all of the requirements of the Check 21 Act and Regulation CC; (iii) the Original Check, a duplicate check image, or any copy of the Original Check or check image will not be deposited by You with Us; and (iv) the Original Check, a duplicate check image, or any copy of the Original Check or check image will not be presented, transferred or returned such that We or any other person will be asked to make a payment based on a check or check image that has already been paid. **You should review the “Funds Availability Regarding Mobile RDC Deposits” section of these Terms for details regarding the availability of funds deposited via Mobile RDC Services.**

Electronic images shall be deemed received by Us for deposit based upon time of receipt as well as successful receipt of electronic images that are complete, usable, and adhere to the standards discussed above. If any electronic image is not complete, is not usable, or does not adhere to the standards, the electronic image may not be processed by Us, in which event Your deposit will be adjusted and notification provided. You understand We will process only Your electronic images that comply with the standards discussed above and are Sufficient Image Copies, and We will use commercially reasonable efforts to present these Sufficient Image Copies for collection under the Check 21 Act framework. The daily cut-off time for Personal Mobile RDC deposits is 8:30 p.m. Central Time. Such daily cut-off times may be adjusted by Us in its sole discretion from time to time upon notice to You. If the deposits are not received by the end-of-day cutoff time, We do not guarantee that deposits will be processed that day. We may accept these deposits and they will be processed on Our next Business Day. We shall give provisional credit for deposits subject to revocation of credit for deposits as provided in Reg. CC and the Texas UCC.

Unless We notify You otherwise, We provide same-day credit to the applicable account for all items transmitted by You and received by Us within the timelines We

have established. You should review the "Funds Availability Regarding Mobile RDC Deposits" section of these Terms for details regarding the availability of funds deposited via Mobile RDC Services.

Should a Drawee Financial Institution return an item to Us unpaid, We will charge Your respective account for such returned item and may either (i) return the item to You, or (ii) re-present it to the Drawee Financial Institution before returning it to You. Items may be returned as Image Exchange Items, rather than Substitute Checks. Should a Drawee Financial Institution or other third party make a claim against Us or seek re-credit with respect to any electronic image, We may provisionally freeze or hold aside a like amount in Your account pending investigation and resolution of the claim.

We may reject any entry which We determine in Our sole discretion would result in a breach of these Terms or any other agreement between the parties, including, but not limited to, the Agreement and any account balance obligations applicable to Your account(s) or any security procedures. We will notify You by phone or electronic transmission, including e-mail or fax, of such rejection no later than the Business Day such deposit would otherwise have been transmitted by Us to the Federal Reserve. Notices of rejection shall be effective when given. **You agree that We will have no liability to You by reason of the rejection of any such deposit or the fact that such notice is not given at an earlier time than that provided for herein.**

You shall have no right to cancel or amend any deposit after its receipt by Us. However, if You make a request to cancel a deposit We may attempt to cancel Your request prior to transmitting the deposit to the Federal Reserve, but will have no liability if such cancellation is not implemented. You agree to reimburse Us for any costs, losses, damages or expenses (including attorney's fees) We may incur in implementing or attempting to implement Your request for the reversal of a deposit.

You understand and acknowledge that We are relying on the truth and veracity of all electronic images submitted for deposit via the Mobile RDC Services by You to us, and You warrant that such electronic images accurately reflect Original Checks that are, or at the time of the creation of the Substitute Checks, were, in Your possession. You also understand that issues regarding returned item collection, returned deposit, and other issues regarding deposit of items not specifically addressed in these Terms shall be governed by the terms and conditions of the Account Agreement.

Retention and Security of Original Checks. You agree to retain any Original Check that is deposited via the Mobile RDC Services in a secure location for an appropriate length of time to permit research if items are questioned by parties involved in the processing and clearing of a transaction or become the subject of any other legal inquiry. We make no representation or warranty as to the appropriate length of time that Original Checks should be retained or the appropriate method(s) of destruction after such period of time has elapsed. You should consult legal counsel regarding the appropriate length of time Original Checks should be retained based on Your needs.

Funds Availability Regarding Mobile Remote Deposit Capture (RDC) Deposits

These provisions apply to accounts where deposits are made via Your Mobile RDC Services. You agree that electronic images submitted via Your Mobile RDC Services from Your mobile device are not subject to the funds availability requirements of Reg. CC. Funds that are deposited using Your Mobile RDC Services will not be deemed "received" by Us until We have received an electronic image that meets all of the requirements for deposits (including all requirements to create a Substitute Check) stated in these Terms and in any additional documentation related to the Mobile RDC service. Funds from Your Mobile RDC Services will be available to You no later than nine (9) Business Days after the day we receive Your deposit. Once the funds are available, You can withdraw the funds and We reserve the right to use the funds to pay items and transactions drawn on Your account. For determining the availability of Your deposits, every day is a Business Day, except Saturdays, Sundays, and holidays. If You make a deposit via the Mobile RDC Service by the cut-off time of 8:30 p.m. Central Time on a day that is not a Business Day, We will consider such deposit made on the next Business Day We are open.

In some cases the funds You deposit via the Mobile RDC Service may be delayed for a longer period. We may determine in Our sole discretion that a longer delay is warranted for a variety of reasons, including, but not limited to, the following:

- We believe a check You deposit will not be paid;
- We believe a check You deposit is a duplicate image;
- You deposit checks totaling more than any applicable per item limit, daily dollar limit, monthly item limit or any other limitations on Your Mobile Banking Services that We may impose;
- You redeposit a check that has been returned unpaid;
- You have overdrawn Your account repeatedly in the last six (6) months;
- There is an emergency, such as failure of computer or communications equipment; and/or
- We need more time to investigate the Mobile RDC transaction or item for unusual or suspicious activity.

Inability to Make Deposits Via the Mobile RTC Service. In the event that You are unable to make a deposit via the Mobile RDC Service (as a result of unforeseen issues, technical reasons or for any other reason), you may mail Your deposit to:

Bask Bank
Attn: Bask Bank Customer Support
2350 Lakeside Blvd., Ste. 800
Richardson, Texas 75082

Your Representation and Agreements; Indemnity. With respect to each and every deposit initiated by You, You represent and warrant to Us and agree that to the best

of Your knowledge (a) each deposit is made payable to You (b) any necessary authorization is operative at the time of transmittal or crediting/debiting by Us as provided herein, and (c) You shall perform its obligations under these Terms in accordance with all applicable laws and regulations, including the sanctions laws administered by the Office of Foreign Assets Control (“OFAC”) and the Bank Secrecy Act. You further represent that You shall permit no third parties to use the Mobile RDC Service to deposit Original Checks to Your account. **In addition to other indemnification under these Terms, in other agreements between the parties, or provided by applicable law, You also shall indemnify Us against any damages, claims, liabilities, costs, losses and expenses (including, without limitation attorney’s fees) resulting from or arising out of any breach of any of the foregoing representations or agreements.**

Limitation on Liability for Mobile RDC Services. Our liability with respect to Mobile RDC Services shall not exceed the sum of the amount of any loss suffered by You as a result of a breach of warranties under Regulation CC (12 CFR Part 229) up to the amount of any Substitute Check, plus interest, costs and expenses (including reasonable attorney fees and other expenses of presentation) related to the Substitute Check reduced by any amount You receive and retain as a re-credit and the amount of any damage incurred as a result of Your negligence or bad faith. Without limiting the generality of the foregoing provisions, We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission of communication facilities, equipment failure, war, emergency conditions, or other circumstances beyond Our control, and (b) from any liability from failing to transmit or delay in transmitting a deposit if such transmittal would result in Our having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Our reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. You agree You will have a contingency plan in place should any of the foregoing events occur, including temporarily depositing original, paper items at any of Our branch facilities.

Subject to the foregoing limitations, Our liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Dallas for the period involved.

The limitations on Our liability contained in this section shall be in addition to all other limitations on Our liability provided for in these Terms, in other agreements between the parties, or provided by applicable law.

Your Other Responsibilities. You agree to (a) maintain at least one (1) account at Bask Bank eligible for the transactions conducted via the Mobile Banking Services, including the Mobile RDC Service; (b) assist in the installation and implementation of any changes and upgrades to the Mobile RDC Services as required by Us to ensure compliance with regulatory changes and developments or as We deem necessary to protect the integrity and security of such Services; (c) use the Mobile RDC Service to enter, process and transmit Original Checks in accordance with procedures and transmission deadlines outlined in these Terms and other documentation relating to the Mobile RDC Service; (d) verify Our receipt of Your Mobile RDC deposits by reviewing deposits that have been posted to the designated accounts; (e) cooperate with Us in investigating and resolving any unsuccessful, mistaken, incomplete, or lost transactions or unusable electronic images, or in the event of claims of fraud, alteration, counterfeit or otherwise in connection with the Services, including provide information regarding, and access to, Your accounts and records in connection with any such investigation; (f) comply with all security procedures outlined in these Terms, other agreement between the parties, and any documentation relating to the Mobile RDC Service and not to bypass, override or disable any security mechanisms in the processing software or processing equipment; and (g) not perform the Mobile RDC Service for any third party, and any attempt to do so may result in Us terminating these Terms, at Our sole discretion, except for any provisions of these Terms that are expressly to survive such termination.

Maintenance and Support for Mobile Banking Services

We will provide access to the processing equipment and software for the Mobile Banking Services through Our App. We will also provide maintenance and support for the Mobile Banking Services to ensure the accurate delivery of the Mobile Banking Services, including, but not limited to:

- Corrections, contingent or alternate work methods, and repairs to any known system bugs or errors.
- Modifications, enhancements or updates that We elect to make generally available to You.
- Telephone and email support during Our normal business hours of Our Customer Support Center.

We will also provide You the required username and password or other security code in order for You to engage in the Mobile Banking Services and provide You documentation and support reasonably required for Your use of the Mobile Banking Services.

You agree that We are solely responsible for providing maintenance and support for the Mobile Banking Services that are required by Us under these Terms and applicable law. We and You acknowledge that neither Apple, Inc., nor Google, Inc. (Android), has any obligation whatsoever to furnish any maintenance and support services with respect to the Mobile Banking Services.