Synergy Bank, S.S.B.
Business (Commercial) Internet Banking Form

New Enrollment ☐ **Profile Change** ☐ **Account Change** ☐ **Passmark Reset** ☐

Business Name : _____

Customer Rep Name: _____

Business Tax ID: _____

Customer Rep Social Security Number : _____

Business Address: _____ City, State, Zip: _____

Customer Rep Address: _____ City, State, Zip: _____

Home Phone:_____ Business Phone: _____

Email Address: _____

Synergy Bank Account Numbers – Please indicate the account numbers you wish to access or delete.								
ACCOUNT #	***CHECKING***	***SAVINGS***	***CD***	***MONEY MARKET***	***CONSUMER LOAN***	***COML LOAN***	***ADD***	***DELETE***

LOGIN ID: _____

Login ID*: Please choose a USER ID without spaces or special characters that is a minimum of six and maximum of 12 characters. This ID will be used when you sign on.*

Pin/Password: You will be assigned a randomly generated pin number. You will be prompted to change this the first time you sign-in. It must be a minimum of six (6) characters and contain an alpha-numeric character.

_____ _____

Customer Signature Date

_____ _____

Authorized Account Signer Date

(required if person enrolling is not a signer on the requested accounts)

The above signature indicates that you agree to the terms and disclosures provided to you at enrollment.

For Synergy Bank Use Only

Taken by:			*Date:*
For IS Department Use only	*Entered By:*		*Date:*
☐ *Added to Bancpac*	☐ *Email Notification*	☐ *E Stmt verification*	
Verified by:	*Date:*		

5/91/11

Synergy Bank, S.S.B.

On Line Banking Agreement and Disclosure

The following information represents the On Line Banking Access Agreement between you and Synergy Bank, SSB. We request that you read this entire document prior to using this service. The Agreement discusses how you can use On Line Banking to obtain information about your accounts, to transfer funds, and to requests certain other bank services. It also contains terms and conditions governing the service. If you use On Line Banking you thereby consent to these terms.

Virus Protection

Synergy Bank, SSB is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC and diskettes using a reliable virus product to detect and remove any viruses found. An undetected or unrepaired virus may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit a virus to other computers.

Service Charge and Fees

Please be aware that certain activities performed through the use of this site may cause charges to be assessed against your account(s). Please refer to our Schedule of Fees and Charges for further information about which activities incur charges.

Security

Synergy Bank, SSB is committed to the security of our customers and account information. Synergy Bank, SSB has used state of the art technology in the development of this site to facilitate this security. Synergy Bank, SSB requires customers to enter a Customer ID, PIN Number, and Passmark to access the Online Banking pages in addition to using a secure 128 bit encryption Internet browser.

A Customer ID may only be obtained by customers who have existing accounts. If you do not currently bank with Synergy Bank, SSB and would like to open an account, or learn more about other products and services, please visit our home page. @ www.synergybank.com

Synergy Bank, SSB urges you to observe the following guidelines to protect against fraud:

- Never give out your account information, Customer ID, PIN Number or Passmark.
- Never leave your account information out in an open area accessible by others including your PC screen.
- Never send privileged account information (account number, PIN Number, etc.) in any public or general E-mail system.
- Never leave your PC unattended while you are within the Synergy Bank, SSB Online Banking site.

E-Mail

E-mail transmissions outside of the mail you create within the Online Banking site are not secure. We, therefore, request that you do not send us or ask for sensitive information such as account numbers, PIN Number, financial information, etc. via any general or public E-mail system. If you wish to contact us electronically, please use the mail facility forms provided in our Online Banking site for the following types of inquiries:

- Electronic Funds

- Transfer Error Resolution
- Reporting Unauthorized Transactions
- Contacting us about any other concerns of a confidential nature

Under NO circumstances will a Synergy Bank, SSB employee requests any login credentials via the Internet or any other type of contact. Do NOT respond to such a request even if the individual claims to represent Synergy Bank, SSB or any of its subsidiaries.

Customer Online Access Agreement for Synergy Bank, SSB Online Banking

This is the agreement for your Synergy Bank, SSB Online Banking Services that includes certain disclosures for electronic fund transfers. This agreement is in addition to other agreements between us, including your checking, savings, and other deposit account agreements, as well as your credit card agreements, your overdraft protection, line of credit, and loan agreements. If there is a conflict between the terms and conditions of this agreement and one contained in the other agreements between us, this agreement will control.

In this agreement, the words "Bank," "we," "us" or "our" mean Synergy Bank, SSB and its successors or assigns. When we use the words, "you" or "your" we mean each person who has an interest in an account or other relationship which is accessible through the Synergy Bank, SSB Online Banking Services and any person authorized such access. Synergy Bank, SSB Online Banking Services (Services) means that information, communication and transactions provided to you by us through any non-branch remote channel, including the Synergy Bank, SSB web site, www.syngergybank.com, within our Area of Service, including, but not limited to, the following: Account Information, Funds Transfers and Bill Payments, Stop Payments, Statement/Transaction Inquiries and Downloads, and Check Order(s) for account(s) established at a branch or at an affiliate of the Bank.

When you use our Services or you permit any other person to use our Services, you agree to the terms and conditions we have set out in this agreement and any instructional material, which we provide you regarding the Services. Your use of the Services may be made by use of certain numbers, codes, marks, signs, public keys or other means of establishing your identity and acceptance of the electronic communications, which are acceptable to the Bank. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

1. Account Access.

Eligible accounts are the following Synergy Bank, SSB personal or business account types that you may request access to through the Available Services:

- ☐ Checking
- ☐ Saving
- ☐ Time Deposit
- ☐ Installment Loan
- ☐ Commercial Loan
- ☐ Mortgage Loan
- ☐ Line of Credit

2. Access Codes. During your use of the Services, you are required to enter the following access codes:

- ☐ Customer ID
- ☐ PIN Number
- ☐ Passmark

Additional numbers and words may be required depending on the Equipment and Internet Service Provider used. Use of these Access Codes is the agreed security procedure to access the Services through any of the Equipment. You agree to keep these numbers and codes confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of the Services. For security purposes, we recommend that you do not use the same Access Codes you use on other bank products.

3. Available Services.

Users will be allowed but not limited to access to the following Services:

(a) Account Information. You may obtain an account balance and summary information, uncollected funds information and cleared transactions detail for at least the current statement period and request reprints of items and statements.

(b) Internal Transfers and Payments. You may request to transfer funds to and from certain Synergy Bank, SSB account(s). Transfer of funds between your Synergy Bank, SSB account(s) may be limited to a per transaction monetary limit. The cut-off time for these requests is 3:00 p.m.

(c) Stop Payment. You may submit stop payment request from your Synergy Bank, SSB account. Stop payment request must be received by 3:00 p.m. You and we will abide by the rules and regulations (as established by the Uniform Commercial Code or other law) governing Stop-Payment Orders. To be effective, we must receive the Stop-Payment Order in time to give us a reasonable opportunity to act on it, and before our stop-payment cut-off time of 3:00 p.m.

(d) Check Orders

The following services are available and require additional applications and agreements before access is granted:

- **Wire Transfer Request.** You may submit wire transfer request from your Synergy Bank, SSB account. The person submitting this request must be an authorized signer on the account. This transfer must be received by 2:00 p.m. to be processed on the current day's business. Wire Transfer request submitted after 2:00 p.m. will be processed on the next day's business. Synergy Bank, SSB is not liable for incorrect information obtained on this request that would prevent or delay receipt of funds. We are not responsible for the time funds are received once transmitted.
- **ACH Origination**

4. E-Mail. Through the use of certain Equipment and/or Software, you can use electronic mail (e-mail) to contact us about inquiries, maintenance and/or problem resolution issues. **E-mail is not a secure method of communication over the Internet and we recommend you do not send confidential information by e-mail.** If you would like a secure way to contact us, use the mail forms to create a message from within the Online Banking site.

5. Service Charges or Fees. Once you are an enrolled user of the Services, you may be charged the applicable Monthly Fee and/or Usage Fee whether or not you use the Services (see the "Schedule of Fees and Charges"). You authorize us to automatically deduct all applicable charges and fees from

your primary eligible checking account you have with us.

6. Reporting Unauthorized Transactions. If you believe that an unauthorized transaction has been or may be conducted from your deposit account without your permission, call:

(254) 399-0700

Or fax us at: (254) 399-0397

7. Periodic Statement. You will be mailed periodic statements for your eligible account(s) with the regularity provided for in the Depositor, credit card, overdraft protection or line of credit agreements. In addition to your other account activity, your statements will include any transfers you authorize using the Services.

8. Business Days and Hours of Operation. Our business days are Monday through Friday except Federal bank holidays. An agent will be available to assist you between the hours of 8:00 am to 5:00 pm CT. Although advance requests, wire transfers, stop payments, and check orders transactions can be processed only on business days, you can use your equipment to reach us 24 hours a day, seven days a week, except during any special maintenance periods.

9. Your Responsibility. You are responsible for all transfers you authorize using the Services. If you permit other persons to use the Services or your Access Codes, you are responsible for any transactions they authorize from your linked deposit accounts. You should notify us immediately at (254) 399-0700 if you believe any of your accounts have been accessed or your Access Codes have been taken or used without your permission. Contacting us right away will help you reduce possible losses. To the extent a transaction is an electronic fund transfer, you can lose no more than $50 if you notify us within two business days of discovering any unauthorized use of the Services or your Access Codes. However, you can lose as much as $500 if you do not notify us within two business days of discovering the unauthorized use and we can prove that we could have prevented the unauthorized use had we been notified.

Further, if you do not report unauthorized transactions that appear on any of your periodic statements within 60 days and after such statements are mailed or electronically transmitted to you, you risk unlimited losses on transactions made after the 60 day period if we can prove that we could have prevented the unauthorized use had we been notified within this 60 day period.

10. Our Responsibility. We, or a third party acting as our agent, are responsible for completing fund transfers on time according to your properly entered and transmitted instructions. However, neither we nor the Service Provider will be liable:

- ☐ If you do not have adequate money in a deposit account to complete a transaction from the account, or if that account has been closed.
- ☐ If you have not properly followed Software or service instructions on how to make a transfer;
- ☐ If you have not given complete, correct and current instructions so that a transfer can be made;
- ☐ If withdrawals from any Eligible accounts have been prohibited by a court order such as a garnishment or other legal process;
- ☐ If we or our agent reasonably believes that a transaction may be unauthorized and based thereon the transaction is not completed;
- ☐ If your Equipment and/or the Software were not working properly and this problem should have been apparent to you when you attempted to authorize a transfer or bill payment;
- ☐ If circumstances beyond our or our agent's control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include but are not

limited to computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by fires, floods, and other natural disasters:

There may be other exceptions to our liability as stated in your Depositor Agreement.

11. Electronic Fund Transfer Error Resolution. In case of errors or questions about any bill payment service transaction or other electronic transfer initiated from your deposit account(s) under the Services, contact us immediately at:

(254) 399-0700

or fax us at: (254) 399-0397

If you think your statement is wrong or if you need more information about a transaction listed on the statement, we must hear from you no later than 60 days after we send or deliver to you the FIRST statement on which the problem or error appeared.

Please provide the following information when reporting an error:

- Your name and account number(s).
- A description of the suspected error, the nature of the problem or describe what information you need.
- The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 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 45 days to investigate your complaint or question, in which case, we will re-credit your account within 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 do not receive it within 10 business days, we may not credit your account during the investigation.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

12. Liability for Loss or Erroneous Data. You or the Bank will bear the liability or the risk of any error or loss of data, information, transactions or other losses which may be due to the failure of their respective computer system or third party communications provider on which the you or the Bank may rely. We are not liable to you for any damages or other losses, direct or consequential, which you may incur by reason of your use of your computer system.

13. Changes/Interruptions in Services. We may perform maintenance on a regular basis on our equipment or systems, which may result in interrupted service or errors in the Service. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. If access to the Services is interrupted or unavailable through use of your personal computer and modem, you may use your touch tone telephone to obtain access.

14. Harm to Computer Systems/Data. You agree that our liability for viruses, worms, trojan horses, or other similar harmful components that may enter your computer system by downloading information, software, or other materials from our site shall be limited to replacing, or the reasonable cost of replacing the lost information, software or other material. We will not be responsible or liable for any indirect, incidental or consequential damages, which may result from such harmful components.

15. Performance of Software and Electronic Service. In no event are we, our officers, directors employees or agents liable to you for any consequential, incidental or indirect damages arising out the use, misuse or inability to use the Services, or for any loss of any data, even if we have been informed of the possibility of such damages. **WE MAKE NO WARRANTY TO YOU REGARDING YOUR EQUIPMENT OR THE SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.**

16. Privacy. You agree we may release, or assist in the release of credit and other account information to a third party as may be necessary to process a transaction or resolve disputes. We may share the information you provide us with our affiliates, unless you provide us notice by e-mail or in writing that your information not be communicated to our affiliates. For more specific information, please see our privacy policy at www.synergybank.com.

17. Security. In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes, marks, signs, public keys or other means of identification. We reserve the right to block access to the Services to maintain or restore security to our Site and systems, if we reasonably believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s).

18. Ownership of Materials. The content and information on our site is the property of Synergy Bank, SSB. It should not be duplicated, or copied by any means.

19. Severability. If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in another jurisdiction or any other provision in that or any other jurisdiction.

20. Area of Service. The Services described in this Agreement, and any application for consumer credit and deposit services available at our site, are solely offered to citizens and residents of the United States of America.

21. Venue. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Texas.

22. Arbitration of Disputes. If either you or we have any unresolved dispute or claim concerning the Services, it will be decided by binding arbitration under the expedited procedures of the Commercial Financial Disputes Arbitration Rules of the American Arbitration Association ("AAA") and Title 9 of the US Code. Arbitration hearings will be held in Texas or where mutually agreed to. A single arbitrator will be appointed by the AAA and will be a retired judge or attorney with experience or knowledge in banking transactions. The arbitrator will award the filing and arbitrator fees to the prevailing party. A judgement on the award of the arbitrator may be entered by a court.

23. No Signature Required. When any payment or other on-line service generates items to be charged to your account, you agree that we may debit your designated eligible account or the account on which the item is drawn without requiring your signature on the item and without prior notice to you.

24. Amendment of this Agreement. We may amend this agreement (including changes in its fees and charges hereunder) by giving notice to you at least 30 days before the effective date of the amendment, unless such change or amendment is otherwise required by law or applicable regulation. Your continued use of the Services is your agreement to the amendment(s). Depositor's overdraft protection and line of credit agreements will continue to apply or in accordance with our published Schedule of Fees and Charges, as amended from time to time.

25. Waiver. We may waive any term or provision of this agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future.

26. Assignment. We may assign its rights and delegate its duties under this Agreement to a company affiliated with us or to any other party.

27. Termination. You are responsible for complying with all the terms of this agreement and with the

terms of the agreements governing the accounts to or from which transfer are made using the service. We can terminate your on line banking privileges under this agreement without notice to you if you do not comply with any agreement governing the services or your accounts or if any such account is not maintained in good standing. We can also terminate the service if we believe that an actual or potential unauthorized sue of you login credential may have or may be occurring. Synergy Bank, SSB reserves the right to terminate your access to the service or any potion of it in its sole discretion, without notice and without limitation, except as may be required by law.

28. Governing Law. These terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without regard to Texas's conflict of law provisions. Your existing account relationships shall continue to be governed by and construed in accordance with the laws of the state where the Synergy Bank, SSB branch, at which you initially established your account, is located or has been transferred by the Bank.

29. Entire Agreement. This Agreement is the entire agreement between you and us and it supersedes any marketing or other similar material pertaining to the Services delivered to you in writing, verbally or obtained at our site or the site of an Internet Service Provider, such as AOL.