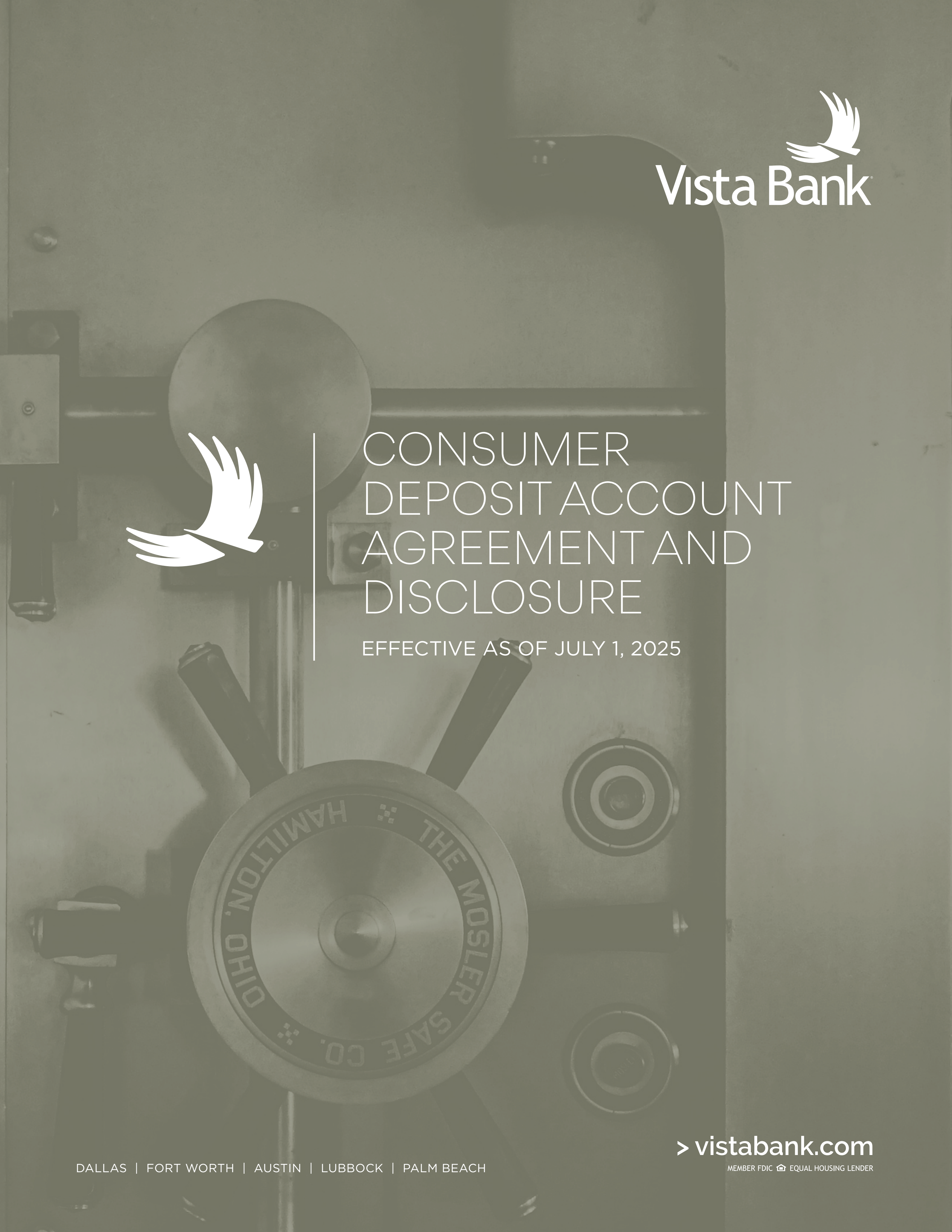

Vista Bank

CONSUMER DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE

EFFECTIVE AS OF JULY 1, 2025

> vistabank.com

DALLAS | FORT WORTH | AUSTIN | LUBBOCK | PALM BEACH

MEMBER FDIC EQUAL HOUSING LENDER

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WELCOME TO VISTA BANK

Welcome to Vista Bank! We are delighted to have you as a customer. This Consumer Deposit Account Agreement and Services Disclosure (the "Agreement" as further defined below) contains the general terms and conditions and other disclosures for the consumer account(s) and services that you have selected at Vista Bank and other important information about your account(s). Some of our printed documents may refer to this Agreement as either a "Deposit Agreement" or "Consumer Deposit Agreement." We urge you to read this Agreement and all other Vista Bank documents and disclosures carefully and save them for reference. By signing a deposit account Signature Card, or by otherwise opening or maintaining a consumer account with Vista Bank, you acknowledge that you have received and reviewed this Agreement and accept and agree to be bound by its terms and conditions, as amended from time to time. This Agreement, together with any specific terms and conditions governing your consumer account(s) provided separately, establishes and details our relationship with you. You may obtain additional copies of this Agreement (the most current version) at a branch location, at https://www.vistabank.com or by calling the telephone number on the back of this Agreement.

1. GENERAL ACCOUNT TERMS AND CONDITIONS

We may supplement, amend or change this Agreement at any time including, without limitation, through existing or future agreements, terms and conditions, notices, new Signature Cards or account applications. We may add new terms and conditions and delete or amend existing terms and conditions. We may add new accounts and services and discontinue existing accounts or services. We may convert your existing accounts and services into new accounts and services. We generally send you advance notice of an adverse change. However, we may change, or add to, this Agreement without prior notice unless otherwise required by law. We do not have to notify you of changes that we believe are beneficial to you or of changes that we make for security reasons. If we change this Agreement, the newly updated (most current) version of this Agreement supersedes all prior versions and contains the terms and conditions governing your account as of the effective date of the newly updated Agreement. If you continue to use your account or keep it open after a supplement, amendment or change to the Agreement, you will be deemed to have accepted and agreed to the supplement, amendment or change and will be bound by all such supplements, amendments and changes.

a. Definitions. In this Agreement, certain words have special meaning and are therefore defined. You will find certain terms and their definitions in this section and others in the text of this Agreement.

Account: Account refers to each and every deposit account you have with us that is governed by this Agreement.

ACH: ACH means automated clearing house. The ACH system is a batch processing, store-and-forward system that is governed by the NACHA Operating Rules for interbank clearing of electronic payments for participating depository financial institutions.

Agreement: Unless otherwise noted herein, Agreement means this document and all terms and conditions set forth herein, any addenda, and any related disclosures, supplements and/ or amendments that we give you, or make available to you, including, without limitation, the Signature Card and any agreement for banking services connected with this account.

ATM/ITM: ATM/ITM means automated teller machine and interactive teller machine.

Authorized Signer: An authorized signer is a person whom you have authorized to transact business on your account. We may continue to recognize your authorization or the record of it until we have received and have had a reasonable time to act upon your written modification or revocation of it.

Business Day: A business day is every Monday through Friday or any day that we are open for banking business. Saturdays, Sundays and federal holidays are excluded.

Card: Card includes every type of debit card, check card or ATM/ITM card that we may issue to the owner(s) of an account *("Cardholder")* including: Vista Bank VISA Debit Card and any Gift Card that we may issue.

Clearing House: Clearing house means an association of banks or other payors regularly clearing items.

Consumer: A consumer is a natural person.

Customer: A customer is a consumer (natural person) who establishes a deposit account, loan or other account with us primarily for personal, family or household purposes.

Depositor: A depositor is an authorized signer, signatory, or other person or entity who has an ownership interest in your account.

Item: An item is any instrument or a promise or order to pay money handled by a bank for collection or payment in the broadest sense of the definition set forth in Chapter 4 of the Texas Business and Commerce Code, whether in paper, electronic or other form. Examples of an item include, but are not limited to, a paper check, substitute check, remotely created item, bill of exchange, note or order for the payment of money, whether written or oral, draft, withdrawal slip, bill payment instruction, funds transfer, ACH transfer, ATM/ITM or debit card/ POS transaction, any written document created or authorized in your name that would be a check or draft but for the fact that it has not been signed, and a photocopy or an image of any of the foregoing.

Non-Sufficient Funds: Non-sufficient funds or NSF items occur when an item is presented for payment or withdrawal against an account with an available balance that is not sufficient to pay the item and the item is returned unpaid by the Bank. NSF items may also be referred to as insufficient funds items.

Overdraft: An overdraft is any event that results in a negative balance in your account.

PIN: PIN means the unique personal identification number associated with a card.

POD: The term POD means payable on death.

POS: The term POS means point-of-sale.

Schedule: Except as may otherwise be stated in this Agreement, the term Schedule refers to any document setting forth rates, fees or transaction limits relating to the specified account including, but not limited to, a Truth in Savings disclosure document or any schedule setting forth Vista Bank fees and/or limits.

Signatory: A signatory is a person who signs a Signature Card to become an authorized signer on an account.

Signature Card: The Signature Card is the document signed by a customer to become an authorized signer on an account, providing a customer's authorized signature for transactions on the account, and establishing the contract expressly entered into between the customer and the Bank.

We, Our, Ours, Us and Bank: The terms we, our, ours, us and Bank refer to Vista Bank.

You, Your, and Yours: The terms you, your and yours refer to each and every Depositor.

2. DEPOSITED AND CASHED ITEMS

You understand that all deposits and cashed items may be subject to verification and corrections. We can accept an item for deposit or collection only, refuse it or return it. Even if we verify a deposited or cashed item and tell you that it has been paid, doing so will not release your liability as an endorser. In receiving items, we are acting only as your agent. We have no responsibility beyond ordinary care.

You will not hold us responsible for default or negligence of our correspondents or loss or destruction of items in transit. Each correspondent we use will be liable only for its own negligence. You further understand and agree that if a deposited item is lost, destroyed or misrouted during processing or the collection process (either at the Bank or at another point in the payments system): (i) we shall have no responsibility to you for the actions or inactions of any collecting bank; (ii) we may charge your account for the amount of the deposited item (and reverse any interest that may have accrued to your account in connection with the deposited item); and (iii) you will cooperate fully with us to locate, reconstruct or recreate the deposited item by promptly (a) providing us with a copy of the front and back of the deposited item from your or the issuer's records; (b) asking the issuer to place a stop payment on it and issue a replacement item to you (if the deposited item has not been paid); or (c) reviewing your records and other information and conducting any additional research as may be reasonable to determine the issuer's identity (if you do not know the identity of the issuer of the deposited item). If we give you credit for an item, we can also revoke it if the item is not paid. Items deposited by mail may not be considered received by us until we actually receive them. You will not hold us responsible for any loss of any item until we have received it. You will reimburse us for loss or expense we incur because of any missing endorsement, whether yours or another's, on a deposited item. You will not attempt to create a substitute check for deposit. You will not deposit any check that was written in such ink or that has any other features that would prevent it from being imaged or copied clearly and completely. We do not have to notify you of any non-recurring ACH credits or wire transfers to the account.

We may refuse to accept for deposit or collection an item that is payable in currency other than U.S. dollars or an item that is not drawn on a financial institution chartered in the United States (each, a "non-U.S. item"). If we accept a non-U.S. item for deposit or collection to your account, you accept all risks associated with foreign currency fluctuation (exchange rate risk) and any late return of the non-U.S. item. You agree that we may use our current buying and selling rate, as applicable, when processing a non-U.S. item and may recover from your account any loss we incur as a result of processing such an item for you. We may place longer holds than specified in the Funds Availability Disclosure on non-U.S. deposited items. Unless we have otherwise agreed in writing to you, we also may refuse to accept for deposit remotely created items such as, without limitation, remotely created checks. If we agree in writing to accept remotely created items for deposit, and you deposit a remotely created item, you agree and warrant that any such remotely created item has been authorized by the person identified as the drawer or maker of the item, and in accordance with the terms stated on the face of the item. You further agree to indemnify and hold us harmless from any and all loss, cost, expenses, damages or liability, including, without limitation, reasonable attorney's fees, in relation to or arising from a claim that any such remotely created item was not authorized by the person(s) on whose account the item is drawn.

3. ENDORSEMENTS

If an item requiring your endorsement is presented to us for deposit or cashed without it, you authorize but do not require us to supply it, and any such item deposited to your account or cashed that lacks an endorsement may be deemed to be endorsed by us on your behalf. You also authorize the Bank to collect any unendorsed item that is made payable to you without first supplying your endorsement, provided the item was deposited to your account. If an item is deposited to your account bearing your stamped or facsimile endorsement, we may deem such endorsement to have been made or supplied by you whether or not such endorsement was made or supplied by you or someone acting without your authority. If an item is deposited to your account electronically, we require additional mobile endorsement ("For Mobile Deposit Only") and may choose to reject the item if mobile endorsement is missing. When presenting a third-party item (item made payable to a payee other than the account owner) we may require the individual to be present and reserve the right to decline the transaction at our discretion. If you have unauthorized, fraudulent, improper or missing endorsement ("*Unauthorized Endorsement*") please refer to the Account Statements section of this Agreement.

4. FINAL PAYMENT AND RETURNED ITEMS

We post all non-cash items (such as checks) deposited to your account subject to our receipt of final payment by the payor bank (as that term is defined in Chapter 4 of the Texas Business and Commerce Code) or other payor upon whom the item is drawn. We can charge you for the amount of any deposited or cashed item, any returned item fee, any interest paid on the item and any other fee or charge that we pay or incur in relation to the item, without further notice to you, if we do not receive final payment or the item is returned unpaid or charged back to us for any reason. We may reprocess the item, but you may not require it. We can process and rely upon a copy, electronic entry or any other generally accepted notification or evidence of the returned item. You waive presentment, notice of dishonor and protest. We may refuse to accept all or any part of any item for deposit or credit to your account and will not be liable to you even if doing so causes outstanding items to be dishonored or returned.

5. COLLECTION ITEMS

At our discretion, we may process a paper item as a collection item instead of as a deposit by sending it to the issuer's bank for payment and crediting your account after we have received payment for the item.

6. CHECKS AND OUR APPROVED FORMS

a. General. You will use only our approved checks, withdrawal forms and deposit slips. We are not responsible for any loss in relation to or due to improper printing on, or otherwise your use of forms not provided by or approved by us. You will not write a check using ink of a color or type that is not legible when imaged or copied. You will verify your name, address, telephone number and the numbers in the magnetic ink character line across the bottom of the face of each document in each order of checks and deposit slips. If there is an error, you will not use the affected documents, and you will notify us and the printer immediately. You will not hold us responsible for any amount beyond the replacement cost of the order, provided the checks were ordered through us. You will maintain adequate safeguards to protect against unauthorized use of the forms in your possession and agree that you will notify us immediately if you suspect or become aware that any checks or other forms are lost or stolen.

b. Cashing Your Checks. Before we allow a person to cash an item, we can require identification, such as a driver's license or passport. We may also require further identification by methods such as photography, fingerprinting and other technological means. If the person does not provide or permit such identification, we can decline to cash the item, and you will not claim that we wrongfully dishonored it.

c. Material Appearing on the Back of Paper Items; Legends on Paper Items. You are responsible for losses incurred by any person that cashes or accepts your checks or other paper items for deposit if: (i) the loss is due to a delay in the return of the item; and (ii) the delay is caused by material appearing on the back of the item when it was issued or transferred by you. This material may include, but is not limited to, carbon bands, blacked out areas and printed or written text or numbers. You are responsible for all losses, claims, damages or expenses that result from a restrictive legend or notation on your paper items.

7. WITHDRAWAL RULES

a. Examination of Items. You do not require us to comply with a conditional or restrictive legend on any item, such as "void if not cashed within 90 days", "paid in full", "Void over $100," or any other impermissible marking. Permissible markings include the following: drawee bank name and location, payee name, endorser name, the dollar amount (either numeric or amount in words if contradictory), drawer signature and the magnetic ink characters across the bottom front of the item (the MICR encoded information). To the extent permitted under Texas law, we have no duty to honor, are not bound by and may disregard any other information on a check presented for payment. You will not hold us responsible for any item's late return caused by an endorsement stamp or other marking outside the area allowed for it by law. You agree that we do not fail to exercise ordinary care in paying an item because our procedures do not require sight examination of each item including, without limitation, in relation to an amount below a set figure as determined by us from time to time.

You understand that we have adopted commercially reasonable automated processing procedures for the processing of items for collection and payment to assist in processing the largest volume of items at reduced cost to our customers, and that we have no duty to visually inspect signatures. You also understand and agree that we have no duty to review endorsements on items presented to us for payment by depositary or collecting banks (as those terms are defined in the Texas Business and Commerce Code) or other third parties who make a presentment warranty to us. While we have no duty to review endorsements on such items, we may, in our sole discretion, refuse to pay or accept any item for deposit or collection unless we are able to verify to our satisfaction that all of the necessary endorsements are present on the item. For example, we may require that all endorsers be present at the time that an item is presented to us for payment or accepted for deposit or collection.

b. Facsimile Signatures. You agree that if you utilize an automated or electronic check writing process, or a machine, software, mechanism, stamp, tool or device (such as, without limitation, a personal computer or desktop publishing) to supply a facsimile signature on your checks, or otherwise supply a mark, notation, symbol or other form of signature that is not your personal signature appearing on the Signature Card that you signed when you opened your account (collectively, "Facsimile Signature"), you authorize us to pay any check that bears a signature, mark, notation or symbol that reasonably resembles the Facsimile Signature, and you shall be solely responsible for any unauthorized use of the Facsimile Signature, or a signature, mark, notation or symbol that reasonably resembles the Facsimile Signature. You also agree to indemnify, defend and hold us harmless from and against all claims, costs, losses, damages, liability and expenses (including without limitation attorney's fees and costs) that we may incur as a result of any unauthorized use of the Facsimile Signature or any signature, mark, notation or symbol that reasonably resembles the Facsimile Signature. You further agree to assume any and all responsibility for any and all payments we make in good faith reliance upon the Facsimile Signature or a signature mark, notation or symbol reasonably resembling the Facsimile Signature.

c. Multiple Signatures. You understand and agree that if you establish an account requiring two or more authorized signatures on any item drawn on or paid against the account, any such multiple—signature requirement is solely for your own internal control or accounting purposes, and we will not be responsible or liable for paying any item with one (1) authorized signature or less than the number of authorized signatures specified by you.

d. Undated or Postdated Items. You agree that when you write a check, you will date it on the date it is written, and you will not write a check for payment on a date in the future. If you do write a check and it is presented for payment before the date stated on the check, or without a date stated on the check, we may, without inquiry or liability, pay it when it reaches us regardless of the date on the check, or return it unpaid. If we are required by law not to honor a postdated or undated check following notice from you, you agree to provide us written notice sufficiently in advance of presentment, and to identify the check by check number, date and dollar amount, to allow us reasonably sufficient time and information to act upon your notice.

e. Stale Items. We can either pay or dishonor an item presented to us more than six (6) months after the date on the item, without prior notice to you. If you do not want us to pay such an item, you will place a stop payment on it in a dated, authenticated record, and, to renew any such stop payment order after six months, in a new authenticated record given to us within the period during which the stop payment order is effective.

f. Incomplete Items. You agree that you will not issue or present for payment any item that is not completed. If you do, you will not hold us responsible for paying it as completed by anyone.

g. Third Party Debits. Telemarketers and others trying to sell you goods or services may ask for information about your account, such as your account number, next unused check number or our routing number. If you give any of that information to such a person, you agree that we may treat any debit to your account initiated by that person as having been authorized by you.

8. STOP PAYMENTS

You or any person authorized to draw on your account may order us to stop payment on your checks and other items payable from your account, subject to certain limitations set forth in this Agreement and applicable law. If the signature of more than one person is required to draw on your account, any such person individually may make the stop payment. If you want us to stop payment on a check or other item, we will require you to provide a dated, authenticated writing describing the check or other item by number, date, payee name and exact dollar amount. At our sole discretion, without waiving our requirement that you provide such a dated, authenticated writing, we may choose to honor your stop payment request made orally by telephone or in person and describing the check or item by number, date, payee name and exact dollar amount. You understand that if any such information that you provide is not correct, our processing equipment may not catch the check or other item in time or we may otherwise not be able to stop payment on the item, and you will not hold us responsible. Your stop payment request will be effective if we receive your instruction sufficiently in advance of payment, acceptance, certification, settlement without a right to revoke, or we become accountable for the item, and in such a manner to afford us a reasonable opportunity to act on the stop payment request. You understand that a stop payment expires in six (6) months from the date of your stop payment request. You will place a new stop payment in writing within the period during which the original stop payment request is effective if you do not want us to pay the check or other item after the stop payment expires. If you use Online Banking to process a stop payment, stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop the bill payment. You also understand and agree that you cannot stop payment of a cashier's check that we issue, or other official check that we issue, and you generally may not stop payment of checks or other items after we have accepted the same, except as otherwise set forth in the Stop Payment of a Preauthorized Transaction section of this Agreement or as expressly permitted under NACHA Rules with respect to ACH transactions. You may initiate a stop payment request online through your bank account (not system bill payer). You will incur stop payment charges as disclosed in the current Schedule of Fees for the applicable account.

You may request a stop payment on an item in any of the following ways:

In Person:	By visiting any of our branch locations
Telephone:	By calling Vista Bank at 877-888-4782
Online Banking:	By logging into Online Banking
Mail:	By mailing your request to: Vista Bank Attn: Deposit Operations PO Box 2100 Lubbock, TX 79408

Please see the Stop Payment of a Preauthorized Transaction section of this Agreement for stop payments on regularly scheduled or preauthorized ACH payments.

9. ACTS AND OMISSIONS OF OTHER FINANCIAL INSTITUTIONS

You understand and agree that we are not liable for the insolvency, neglect, misconduct, mistake or default of another bank or person, or for a notice of nonpayment relating to the loss or destruction of a deposited item.

10. WIRE TRANSFERS

All wire transfers to or from your account, and other transfers of funds not governed by the Electronic Fund Transfer Act and Regulation E or other provisions of this Agreement, shall be governed by this agreement and when applicable the Treasury Management Services Terms and Conditions. Bank sends outgoing and receives incoming wire transfers through Fedwire (the funds transfer system owned and operated by the Federal Reserve Banks) or other third-party networks as Bank considers suitable. All funds transfers are governed by these Terms and Conditions, Subpart B of Regulation J of the Federal Reserve Board, OFAC regulations, and all other applicable federal, state and local laws and regulations. Customer agrees not to initiate or receive a wire transfer payment order in violation of applicable federal, state or local law. Customer will designate to Bank Authorized Users to initiate payment orders and select advice methods, confirmation methods, and any or all authorizations and instructions that may be requested by Bank. Bank may rely on any such authorization until it has been revoked in writing by Customer. Bank shall have a reasonable time to process any revocation received pursuant to this section.

Routing; Deadlines. Bank may use means and routes that Bank thinks in its own discretion are suitable for each outgoing wire transfer. Bank will establish Deadlines after which Bank will not accept an incoming payment order to be processed on the day of receipt. Bank may establish different Deadlines depending on the method of the payment order selected by Customer and all such Deadlines are subject to change. Payment Orders received after the Deadline or on non-Business Days will be processed on the next Business Day.

PAYMENT ORDERS

a. Content of Payment Orders. Customer will supply to Bank any information Bank may reasonably request regarding any payment order initiated by Customer, including, without limitation, money amounts, affected accounts, dates of transfer, the beneficiary's name and account number, the routing number or bank identifier code ("*BIC*") of the beneficiary's financial institution, such additional information as Bank may reasonably request and, if necessary, further evidence of any agent's authority to transfer funds or to do any other act contemplated by this Service. Customer agrees to hold Bank harmless from any loss that occurs if Customer's instructions are incomplete, ambiguous, or incorrect. Bank is not required to seek clarification from Customer regarding ambiguous instructions.

b. Execution of Payment Orders. Customer authorizes Bank to debit Customer's Account(s) with Bank for payment orders delivered to Bank in accordance with these Terms and Conditions. Bank has no obligation to execute a payment order if the Account to be debited has insufficient collected funds to cover the order.

c. Processing Payment Orders. The order in which Bank processes wire transfer payment orders is determined solely by Bank.

d. Retraction of Payment Orders. Customer does not have the right to reverse, adjust or revoke any payment order after it has been received by Bank; provided, however that Bank will make a reasonable effort to act on any such request by Customer. With respect to a payment order already transmitted to the beneficiary's financial institution, Bank shall, at Customer's request, use its best efforts to retract a payment from the beneficiary financial institution. Customer understands and agrees that the receiving institution is under no legal obligation to comply with this request.

e. Rejection of Payment Orders. Bank may reject a payment order from Customer if such payment order is not initiated in accordance with the applicable security procedure, if there is any inconsistency between a payment order and information previously supplied to Bank, if Bank is unable to obtain confirmation of such payment order satisfactory to Bank, if there are insufficient collected funds in Customer's Account to fund the payment order, or if Bank has other reasonable grounds not to honor the payment order. Bank will notify Customer that it has rejected a payment order.

f. Standing Payment Orders. If requested by Customer and agreed to by Bank, Customer may establish a standing payment order by providing Bank specific and fixed payment instructions to the Bank for a payment order that is to be executed on a recurring frequency. Standing payment orders must have a currency amount, beneficiary, beneficiary's financial institution, and accounts to be debited and credited. Such information remains constant for subsequent payment orders. Customer shall provide Bank with the necessary information to execute the standing payment order, including, without limitation, the dollar amount to be transferred, the frequency of the order and the day of week or month when the payment order is to be executed. Customer may terminate a standing payment order at any time upon receipt by Bank of a written notice. Bank shall have a reasonable time to act on such notice.

BATCH WIRE TRANSFERS

a. Service Specifications. If requested by Customer and agreed to by Bank, Customer may initiate payment orders in batch form to Bank, subject to the provisions of these Terms and Conditions. Customer will comply with interface specifications established by Bank, including, without limitation, file formats and means of data transmission (the "*Specifications*"). Bank may furnish Customer with modifications to the Specifications and Customer shall implement such modifications as soon as reasonably practicable.

CONFIRMATION OF OUTGOING WIRE TRANSFERS

a. Confirmation Method. Customer and Bank shall agree to the method of confirming payment orders received from Customer. Customer shall designate Authorized Users to initiate and verify payment orders. Bank recommends dual control to confirm payment orders as part of Bank's Standard Security. Notwithstanding Bank's recommendation, if Customer permits an Authorized User to both initiate and verify a payment order, Customer hereby authorizes Bank to process a wire initiated and verified by such Authorized User. Customer may add, change or delete the Authorized Users in accordance with these Terms and Conditions. In the event the designated Authorized Users with authority to verify are not available to verify a payment order, Customer agrees that Bank may, at its discretion, elect to process the payment order initiated by an Authorized User. Customer agrees to be bound by any such payment order processed by Bank.

b. Waiver of Confirmation. Bank advises Customer not to waive confirmation. Customer acknowledges that not using confirmation procedures substantially increases the Customer's risk of liability for an unauthorized wire transfer.

c. Confirmation of Wire Transfers Initiated Through Electronic Bank Applications. The confirmation of payment orders initiated by Customer through Internet Services shall be verified and approved by Customer prior to their transmission to Bank. All payment orders shall be initiated and confirmed in accordance with the security procedures established for the relevant Service.

d. Manual Wire Transfer Requests. Should a wire transfer request be submitted by means other than the designated Treasury customer portal, (e.g., written request, telephonic request, or in-person request), additional manual verification steps may be required to process any such wire transfer requests, all as may be required by Bank.

WIRE NOTICES

a. Notices by Facsimile, Email or Other Electronic Means. If Customer selects notices by facsimile ("*fax*"), email or other electronic means, Customer shall exercise extreme care in maintaining its own security in the receipt of fax, email or other electronic devices. Customer acknowledges that the information to be received by fax, email or other electronic means may include confidential information, including, without limitation, names, amounts, phone numbers, originating account information, and the text of incoming wires. Customer further acknowledges that it alone assumes full responsibility for maintenance of its internal security procedures to keep such information confidential. Bank shall not be liable for, and Customer shall indemnify and hold harmless the Indemnified Parties from and against, any and all claims, demands, expenses, liabilities and damages, including attorney fees at trial and on any appeal or petition for review, incurred by Bank arising directly or indirectly from the transmission by fax, email or other electronic means of a wire transfer notice.

b. Waiver of Notice. Customer may waive its right under the Uniform Commercial Code as adopted from time to time to receive advices by so indicating on the applicable Implementation Documents or by submitting the request in writing to Bank.

c. Notice of Payment Orders. We will notify you of wire transfers debited from or credited to your account through your periodic account statement for the account for the period in which the transaction occurred, or through such online or electronic service that you have entered into with us. Unless you have entered into a separate agreement with us requiring separate notice or confirmation of wire transfers to or from your account, we will have no obligation to provide you with any other or additional notice or confirmation. We strongly recommend that you institute dual control over initiation and verification of your payment orders.

INTERNATIONAL WIRE TRANSFERS

a. General. Wire Transfers across country borders are customarily done by Bank through a correspondent. Unless otherwise agreed upon, any fee, commission or charges assessed by the correspondent shall be passed on to the Customer or deducted from the wire transfer amount by the correspondent. Payment to a foreign country is subject to the laws of the foreign country involved. Bank assumes no liability for delays, non-delivery or other events resulting from causes beyond Bank's control. In refunding unexecuted payment orders, Bank shall be liable to Customer only to the extent it receives payment from the correspondent financial institution processing the transfer. Cancellation of a transfer involving other than domestic currency is subject to any rate exchange loss as determined by Bank. Customer agrees to sell any canceled payment order to Bank at the then-current applicable foreign currency buy rate.

b. Automatic Conversion. International Wire Transfers may, at Bank's option, be automatically converted by Bank to the receiving financial institution's national currency prior to transfer to such receiving financial institution, so long as the receiving financial institution is located in a country that, to Bank's then-current knowledge, readily accepts such previously converted funds. Should the receiving financial institution reject the incoming Wire Transfer due solely to Bank's automatic conversion to that financial institution's national currency, Bank shall reimburse Customer the actual amount of any fees assessed by such financial institution that are related solely to the rejection of the Wire Transfer due to Bank's automatic conversion.

c. Currency Conversion Requests. You understand and agree that if you request an International Wire Transfer be made in currency other than U.S. Dollars, we may convert the U.S. Dollar amount at our applicable exchange rate in effect at the time of our execution of the order for the specified foreign currency. You also understand and agree that, should we not have an existing exchange rate in place for the specified foreign currency, then we will use reasonable efforts to convert the currency through reasonably available commercial or banking channels. You further understand and agree that the exchange rate(s) used by us for such International Wire Transfers may vary from exchange rates established by governments or other financial institutions and may not be the lowest available rate available to you. If the financial institution designated by you to receive the International Wire Transfer does not pay the designated beneficiary or credit the beneficiary's account and the funds are returned to us, we shall not have any liability to you for any sum in excess of the amount of the payment order after we have converted the funds back from the foreign currency to U.S. Dollars using our applicable rate of exchange in effect at the time we confirm the cancellation of the payment order to you. We shall not have any liability to you for any loss or expense incurred by you arising from or relating to any currency conversion requested by you.

d. Additional Terms Governing Payment Orders on Consumer International Wires - Consumers have 30 minutes after the transaction is paid for to cancel an international wire transfer. Cancellations for international wire transfers may be done by calling the Wire Department at **806-370-2690**. The total amount of the transfer will be refunded within three business days of the cancellation including fees and taxes as permitted by law.

In the event that you believe an error has occurred with respect to an Outgoing Consumer International Wire, you must notify the Bank no later than 180 days after the "Availability Date" (the date when funds will be available to the Beneficiary). You may notify us by calling one of our branches or by mailing to one of our branch addresses listed at www.vistabank.com, or to such other address as the Bank may from time to time direct. If you fail to notify us within this time period, the Bank will not be liable for any error or loss of interest or any interest equivalent relating to the erroneous transaction. When you contact us, please tell us: (a) your name, address, and telephone number where we can reach you during business hours; (b) the beneficiary's name and, if known, his or her telephone number and address; (c) the date, dollar amount and transaction confirmation number of the Outgoing Consumer International Wire; and (d) the error or problem with the wire transfer, and why you believe it is an error or problem.

e. Wire Transfer Numbers. Customer's obligation to pay Bank the amount of the funds transfer in the event that the Fedwire message does not identify the same account or financial institution is not excused in such circumstances. When names and numbers are inconsistent, the numbers shall control. With respect to incoming wire transfers that do not indicate an account number recognizable to Bank, Bank may return the wire transfer to the sending financial institution without incurring any liability.

REVERSE WIRE TRANSFERS

a. Authorized Debits. If requested by Customer and agreed to by Bank, Customer authorizes Bank to debit Customer's account(s) with Bank upon receipt of a Fedwire drawdown request, and to send funds to the Requesting Bank. Each transfer will be done on the Business Day Bank receives the incoming request from the Requesting Bank if the request is received within a reasonable time to determine whether Customer's Account has sufficient collected funds and to obtain access to the Federal Reserve network prior to the close of business.

b. Reverse Wire Funding. Customer agrees not to transmit any reverse wire request in excess of available collected balances on deposit in the designated Account(s). Bank may reject any reverse wire request in excess of the collected and available balance. Requesting Bank will be notified if the request is rejected by Bank.

c. Authorizations. Customer's authorization for reverse wire requests shall remain in effect until Customer gives written notice to Bank. Bank will have a reasonable time to act on any written notice received from Customer.

d. Limitation on Bank's Liability. In consideration of Bank's compliance with this authorization, Customer agrees that Bank's treatment of any charge, and Bank's rights with respect to it, shall be the same as if the entry were initiated personally by Customer. Bank shall have no liability if any charge is dishonored.

e. Request for Credit. Bank may, at its sole and absolute discretion, submit a non-value, request for credit message (a "*Drawdown*") on behalf of Customer through Fedwire. Bank shall have no liability as to the results of any such Drawdown request.

11. ORDER OF PAYMENT

You understand that we will post deposits and credits to your account before we pay items presented for payment. Items are first posted by date, then by transaction type, then by amount from low to high; except for checks which are posted by serial number within the transaction type, and ACH debits which are posted after all other debits, but before checks. When two or more items are presented for payment against your account on the same day, the law allows us to pay or charge them in any order and before or after our regular banking hours. You also understand that we are not obligated to determine the time of day an item is received and, without liability, may withhold the amount thereof pending a determination of the effect, consequence or priority of any knowledge, notice, stop-payment order, or legal process concerning the item, or may interplead such amount and the claimants thereto. For now, we have chosen to post transactions in the following order of payment:

a. Any items that resulted in an overdraft to your account from the previous business day.

b. Bank service charges, fees and payments you have preauthorized us to establish on your behalf, such as automatic loan payments and account-to-account transfers, will post to your account in an order of smallest dollar amount to largest dollar amount.

c. Payments we have authorized for you at time of purchase or order are processed in the following order: ATM/ITM withdrawals, Point-of-Sale terminals, debit card transactions, Online Banking transfers, telephone banking transfers, and withdrawals at our teller counters, will then be presented to post against your account in an order of smallest dollar amount to largest dollar amount. These are all non-returnable items that must be paid as they were authorized at the time of purchase; therefore, we post these items before ACH debits and checks (excluding checks used to withdraw funds at our teller counters). These items may overdraw your account if sufficient funds are not available. In such cases, a per item overdraft fee may be assessed for each item that paid against insufficient funds. [**Note: We will not charge your account for overdrafts caused by ATM/ITM withdrawals and one-time debit card transactions unless you have affirmatively opted in to such service. See the Vista Bank Overdraft Services Consent Form for more information**.]

d. Payments you have initiated that did not require an authorization by us at the time of purchase or order are processed in the following order: ACH debits then checks will be presented to post against your account in an order of check type then by serial number, when applicable, then by smallest dollar amount to largest dollar amount. If sufficient funds are not available in your account to pay these items, in our discretion, we may choose to pay or return the item unpaid. In cases where we pay the item against insufficient funds you may incur a per item overdraft fee. **Note: This order of payment could possibly cause multiple per item overdraft fees.**

We can, in good faith, choose a different order of payment after giving you any legally required notice.

Your account statement does not necessarily report debits and credits in the order that we posted them to your account.

12. OVERDRAFT ITEMS AND FEES

An overdraft item fee may be assessed for the payment of an overdraft item. You will be charged a fee each time we pay an overdraft item, up to five (5) fees per day. Please refer to the Schedule of Fees within this Agreement for our current Overdraft fee amounts.

13. NON-SUFFICIENT FUNDS ITEMS AND FEES

A non-sufficient funds (NSF) fee may be assessed when an item is returned as NSF due to an insufficient available balance in the account to pay the item. You will be charged each time we return an NSF item, up to five (5) fees per day. Please refer to the Schedule of Fees within this Agreement for our current NSF fee amounts.

You may also incur fees from the person or entity to whom you made the item payable or their collection agencies for having the item returned to them unpaid.

14. OPTIONAL OVERDRAFT PROTECTION TRANSFERS

You may request additional overdraft protection via overdraft protection transfers from a personal line of credit, savings account, or another checking account that you have with us. In Texas, overdraft protection is not available on a home equity line of credit. If you utilize overdraft protection transfers, you will be notified on your monthly account statement of the amount of transfer(s) and any applicable fees.

15. INSUFFICIENT FUNDS: OVERDRAFT ITEMS AND NSF ITEMS

We have no obligation to pay any item or honor a withdrawal from your account unless your account contains sufficient available funds to cover the full amount of the item or withdrawal. Items presented, or re-presented, to an account with an insufficient available balance will be processed as either an overdraft item or a non-sufficient funds (NSF) item each time the item attempts to clear the account.

If the Bank receives an item (or an authorization request) against your account and there are insufficient funds in your account to cover the item, we may, in our discretion and without prior notice to you, return the item (a NSF item) or pay the item (an overdraft item). You will be notified by mail of any insufficient funds items that were paid or returned.

Our payment of any checks, transfers, withdrawals, or other items which exceed the available balance in your account in no way obligates us to continue the practice at a later time. We may discontinue this practice at any time without notice to you unless we have agreed otherwise. You should not consistently overdraw your account to pay ordinary or routine expenses, as these items may be returned.

The amount of any overdrafts including our fees that you owe us shall be due and payable immediately. We may use deposits you or others make to your account to pay overdrafts, fees and other amounts you owe us.

If there is an overdraft paid by us on an account with more than one (1) owner on the Signature Card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts including our fees.

You agree to pay the Bank's fees for any action taken in accordance with the Schedule of Fees. Any negative balance on your account is immediately due and payable, and you agree to reimburse the Bank for the costs and expenses (including without limitation, attorneys' fees and expenses) it incurs in recovering the negative balance.

You can avoid fees for overdrafts and NSF items and the possibility of returned items by ensuring that your account contains sufficient available funds for all of your transactions. We offer tools and services to help you avoid overdrafts, returned items, Overdraft and NSF fees on your account, such as Online Banking, Mobile Banking and Voice Banking. You may talk to a Vista Bank representative to learn more about these services as well as overdraft protection.

16. AUTHORITY; POWER OF ATTORNEY

You understand and agree that you will not grant anyone authority to conduct business with us on your behalf until we have reviewed and accepted, at our sole and absolute discretion unless otherwise required by applicable law, the proposed terms of authorization. This includes authority such as under power of attorney, bill-paying arrangement or other method. If you wish to grant someone a power of attorney over your account, or designate someone your attorney-in-fact or agent with authority over your account, or otherwise grant someone authority to act with respect to your account, you agree to provide us the terms of authorization in the form of a completed power of attorney form that has been recognized as legally binding under Texas law, or other completed form that has been recognized as legally binding under Texas law. We may in our sole discretion, however, accept and act upon any power of attorney form or terms of authorization in other form that we believe you to have executed. You agree to indemnify and reimburse us for any and all claims, costs, losses, damages and liability that we incur in accepting or acting upon any power of attorney form or terms of authorization in other form that we believe you to have executed. You will not claim that we wrongfully dishonored items presented to us before we accepted the authorization. If you have not given us the proposed authorization for advance review, we may, in good faith and in our sole discretion, honor items and instructions from the person you purportedly authorized. You will not hold us responsible if someone you authorized to do business with us on your behalf misapplies your money. You assume all risk of improper acts by such person. We can consider an authorization valid until we receive written revocation of it and have had reasonable time to review and act upon any such revocation. If we accept an authorization, we may revoke our acceptance of that authorization at any time at our discretion. Please note that the power of attorney or other form of authorization must be acceptable to us in our sole discretion and, unless prohibited by law, we reserve the right, in our sole discretion, to refuse to honor or follow the instruction of any power of attorney or terms of authorization in other form presented to us. We also reserve the right, in our sole discretion, to require you or any proposed agent to provide additional information or documentation that we believe, in our sole discretion, sufficient to satisfy any question or concern we may have. If you voluntarily disclose information about the account that would permit someone to initiate a debit to the account (such as the account number, bank routing number and next unused check number), then you will be deemed to have authorized us to pay any debit to your account that person initiates.

17. ACCOUNT STATEMENTS

You agree to examine your periodic account statements and any accompanying items (front and back sides) promptly upon receipt or when the statements and any accompanying items are otherwise made available to you, whichever occurs first, and to report any errors, irregularities, discrepancies, unauthorized transactions or fraudulent transactions to us. You also agree to notify us promptly if you do not receive any periodic account statement or any accompanying items. Statements and any accompanying items that we send to your statement mailing address as maintained in our records shall be deemed to be received by you within five (5) business days of the date of mailing. Statements and any accompanying items shall be deemed to be made available to you when the account statements are posted through Online Banking and we send or transmit to you an electronic mail notification of availability, and account statements and any accompanying items otherwise transmitted to you electronically shall be deemed to be made available to you when we send or transmit the electronic account statement to you. By making your monthly statement with check images available to you, it is as though we have included cancelled checks and other items with your statement. Account statements that we hold at your request or because you fail to provide us with a current address shall be deemed made available to you as of the date the statement is prepared. For checking and money market accounts, we will send or otherwise make available your account statement on a monthly basis, or at the frequency and in the manner advised to you from time to time. For savings accounts, we will send or otherwise make available your account statement on a quarterly basis, or at the frequency and in the manner advised to you from time to time. If you have an electronic fund transfer (such as an electronic direct deposit or ATM/ITM withdrawal) to or from your account during any month, we will send or otherwise make available a statement for that month.

You must notify us in writing of any unauthorized, fraudulent, improper or missing endorsement ("*Unauthorized Endorsement*"). This notification should be made as soon as you are aware of the Unauthorized Endorsement and will be processed under the timeline guidance of the Uniform Commercial Code for this type of fraud. Except as otherwise expressly stated in this Agreement or unless a longer period of time is required by statute or regulation and may not be modified by agreement, you must notify us in writing of any other errors, irregularities, discrepancies, unauthorized transactions or fraudulent transactions, including without limitation any forged signature, unauthorized signature, unauthorized debit, missing deposit, unauthorized transfer or alteration (collectively, "*Error*"), within thirty (30) calendar days of the date when the item(s) or your account statement identifying or detailing the item(s) containing the Error(s) is sent, transmitted or otherwise made available to you. You agree that if you do not so notify us of Unauthorized Endorsement(s) or Error(s) within the time frames set forth above, such Unauthorized Endorsement(s) or Error(s) shall be fully enforceable against you, we will not be liable for any such Unauthorized Endorsement(s) or Error(s), and you shall not have and will not bring any claim against us in relation to any such Unauthorized Endorsement(s) or Error(s).

Notwithstanding the foregoing, the Electronic Fund Transfer Agreement and Regulation E section of this Agreement governs the reporting of errors on consumer electronic funds transfers (electronic funds transfers primarily for personal, family or household purposes), which are statutorily governed by the Electronic Fund Transfer Act and Consumer Financial Protection Bureau Regulation E, and the Consumer ACH Entries section of this Agreement addresses notification of unauthorized ACH debits to a consumer account, which are governed by the NACHA Operating Rules. Accordingly, if the transaction in question is a consumer electronic funds transaction, please refer to the "Electronic Funds Transfer Agreement and Regulation E" section within this Agreement, and if the transaction involves an unauthorized ACH debit please refer to the "Consumer ACH Entries" section of this Agreement.

You also agree to provide in writing a completed Fraud Affidavit, which shall include but not be limited to all relevant facts, including a description of the Unauthorized Endorsement or Error, and to identify any suspected wrongdoer. Additionally, if you fail to notify us in writing within a reasonable time (not to exceed 30 calendar days from the date you discover the problem or have access to an account statement or notice reflecting the first Error or Unauthorized Endorsement, whichever occurs first), we will not be responsible for subsequent Errors, Unauthorized Endorsements, or Unauthorized Transactions on any of your accounts by the same wrongdoer. At your request, we will provide you with copies of your paper transactions. However, your request for such items will not extend the time within which you must notify us of the discrepancies shown on your Account Statement. The "Substitute Checks and Your Rights" section of this Agreement provides further information concerning substitute checks and your rights with respect to substitute checks and governs the reporting of errors with respect to substitute checks.

Note: Different notification and liability rules apply to certain electronic funds transfers and wire transfers.

Additionally, in the event that an item was fraudulently altered or drawn without authorization in such way that a reasonable person could not detect the fraud and we were not grossly negligent in any way, you will not hold us responsible for any loss resulting from such fraud, unless we have otherwise agreed with you in writing.

Written notice that you send or otherwise provide to us regarding your account statements shall be deemed effective when actually received by us. Written notice should be sent to Vista Bank, PO Box 2100, Lubbock, Texas 79408. Written notice that we send or otherwise provide to you regarding your account statements shall be deemed effective upon deposit in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address or, in the case of hand delivery, upon hand delivery to you.

If we are safekeeping or truncating your checks or deposit slips, you understand and agree that we will not return your original cancelled checks, substitute checks or deposit slips with your account statement, and that they may be retained or destroyed in accordance with our applicable record retention policy or schedules. You further understand and agree that our retention of checks does not alter or waive your responsibility to examine your account statements and report to us any Unauthorized Endorsements, Errors, or Unauthorized Transactions within the time periods set forth above.

Account statements that we send or make available to any account holder shall be deemed to be received or made available to all account holders.

18. TYPES OF ACCOUNT OWNERSHIP

The account type and ownership of the account is determined by the Signature Card that you sign when opening the account, or any subsequent Signature Card or written modification that we accept. If the account is a savings or negotiable order of withdrawal (NOW) account, we reserve the right to require seven (7) days' written notice before any withdrawal. **THE TYPE OF ACCOUNT YOU SELECT MAY DETERMINE HOW PROPERTY PASSES ON YOUR DEATH. YOUR WILL MAY NOT CONTROL THE DISPOSITION OF FUNDS HELD IN SOME OF THE FOLLOWING ACCOUNTS. YOU MAY CHOOSE TO DESIGNATE ONE OR MORE CONVENIENCE SIGNERS ON AN ACCOUNT, EVEN IF THE ACCOUNT IS NOT A CONVENIENCE ACCOUNT. A DESIGNATED CONVENIENCE SIGNER MAY MAKE TRANSACTIONS ON YOUR BEHALF DURING YOUR LIFETIME BUT DOES NOT OWN THE ACCOUNT DURING YOUR LIFETIME. THE DESIGNATED CONVENIENCE SIGNER OWNS THE ACCOUNT ON**

YOUR DEATH ONLY IF THE CONVENIENCE SIGNER IS ALSO DESIGNATED AS A P.O.D. PAYEE OR TRUST ACCOUNT BENEFICIARY.

Our right to accept, pay or collect checks or other items drawn against an account or to account for proceeds of an item's collection is not rendered ineffective by the death or incompetence of an account owner existing at the time the item is issued or its collection is undertaken if we do not know of an adjudication of incompetence or the fact of death. Neither the death nor the incompetence of an account owner will revoke our authority to accept, pay, collect, or close an account until we have actual knowledge of the fact of death or of an adjudication of incompetence, and have had reasonable opportunity to act upon it. Even with such knowledge, we may for ten (10) days after the date of death of an account owner pay or certify checks or other items drawn on or before that date, unless ordered to stop payment by a person claiming an interest in the account.

a. Individual Accounts

If the Signature Card for the account designates or lists only one depositor as the owner of the account, the account is an individual account.

(i) Single-Party Account with "P.O.D." (Payable on Death) Designation

The party to the account owns the account. On the death of the party, ownership of the account passes to the P.O.D. beneficiary or beneficiaries of the account. The account is not a part of the party's estate.

Note: The P.O.D. beneficiary shall not by reason of being designated as such have any rights of a party with respect to the account until after the account owner's death. If an owner pledges the account as collateral for an obligation, the pledge prevails over the rights of any P.O.D. beneficiary, to the extent permitted under Texas law.

(ii) Single-Party Account without P.O.D. Designation

The party to the account owns the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

(iii) Health Savings Account with Beneficiary Designation

Qualifying natural persons may establish a Health Savings Account to obtain certain tax advantages in relation to the payment of medical and other permitted healthcare expenses. The account may be held only by one individual owner; however, the account owner may designate another person to have the power to conduct transactions on the account. If you designate your spouse by beneficiary designation and you predecease your spouse, we will thereafter treat the account as your spouse's Health Savings Account, and, subject to a change in applicable law, no tax on the account balance will be due at the time of your death. If your spouse predeceases you, or if you designate someone other than your spouse as your beneficiary of the Health Savings Account, taxes may be due on the remaining account balance on your death.

b. Multiple-Party Accounts

If there are multiple account owners, each owner may perform any permitted action with the account, such as endorse items for deposit or collection even if payable to another owner, pledge it as collateral for any obligation, move funds by check or other means, close it, authorize others to conduct transactions on it and give instructions for transfers, stop payments and all other matters relating to it. No owner may cancel a stop payment entered by another owner. Each owner appoints the other owner as attorney-in-fact to endorse and cash items. A notice sent to one owner is effective for all owners. You guarantee the signature of each owner. You will be responsible for any liability, such as an overdraft fee or refund to the government of a direct deposit, even though caused by another owner. You will notify us immediately after you learn of the death or declaration of incompetence of any co-owner. Our rights and liabilities with respect to payment or disbursement of funds held in a multiple-party account will be governed by the Texas Estates Code as amended from time to time, except to the extent that any modification of the provisions of the Texas Estates Code set forth in this Agreement is permitted under Texas law.

(i) Multiple-Party Account with Right of Survivorship

The parties to the account own the account in proportion to the parties' net contributions to the account. We may pay any sum held in the account to a party at any time. On the death of a party, the party's ownership of the account passes to the surviving parties.

(ii) Multiple-Party Account without Right of Survivorship

The parties to the account own the account in proportion to the parties' net contributions to the account. We may pay any sum held in the account to a party at any time. On the death of a party, the party's ownership of the account passes to the P.O.D. beneficiaries.

Note: The P.O.D. beneficiary shall not by reason of being designated as such have any rights of a party with respect to the account until after the death of the last surviving party. If a party pledges the account as collateral for an obligation, the pledge prevails over the rights of any P.O.D. beneficiary, to the extent permitted under Texas law.

(iii) Convenience Account

The parties to the account own the account. One or more convenience signers to the account may make account transactions for a party. A convenience signer does not own the account. On the death of the last surviving party, ownership of the account passes as a part of the last surviving party's estate under the last surviving party's will or by intestacy. We may pay funds in the account to a convenience signer before we receive notice of the death of the last surviving party. The payment to a convenience signer does not affect the parties' ownership of the account.

(iv) Multiple-Party Accounts Designated as Community Property Accounts

This type of account may only be held by a married couple as owners of the account, and only if noted on the Signature Card. Texas law permits a married couple to agree in writing that funds held in an account designated as a community property account without right of survivorship are community property of the married couple, or to agree in writing that funds held in an account designated as a community property account with right of survivorship are to become the property of the surviving spouse on the death of either spouse. You understand and agree that the ownership of such a community property account both during and after the lifetime of an account owner is determined solely by applicable state law and may be affected by a will, and that you should consult an attorney if you have any questions concerning the application of state law, the Texas Estates Code or otherwise community property law and the division of property upon the death of a spouse. If the account owners divorce, we will treat them as owners jointly with right of survivorship.

19. SIGNATURES TO COME

If you ask us to create an account for multiple owners or authorized signers, we can limit use of the account until all owners have signed the Signature Card.

20. ADDITIONAL TYPES OF ACCOUNTS

Other types of accounts that we may agree to establish include, without limitation, the following:

a. Minor Accounts

One or more adults may open an account in the name of a minor as allowed by us or Texas law governing the account. (An "adult" is a person that has reached the age of majority). Beneficial ownership of the deposited funds vests exclusively in the minor. Control of the account is vested exclusively in the adult(s) during minority. If there is more than one adult, each may act independently. We are not obligated to inquire about or investigate the application of funds. When the minor reaches the age of majority, we may act on the instructions of either the minor or the adult(s). If the adult (or the last of the adults to survive) dies before the minor reaches the age of majority, we may transfer the funds to the person who is appointed guardian according to the Uniform Transfers to Minors Act as adopted in Texas.

b. UTMA Accounts

If you designate on the Signature Card that the account is established under the Uniform Transfers to Minors Act (UTMA, as adopted in Texas), your rights and obligations will be governed by that Act. You understand that there can be only one custodian and one minor per account, and that all funds on deposit in the account will be held for the exclusive benefit of the minor. Your responsibility to us under this Agreement will not be limited to the amount in the account, and you agree to indemnify, defend and hold us harmless from and against all claims, costs, losses, damages, liability and expenses (including without limitation attorney's fees and costs) that we may incur as a result of any claim or action by any beneficiary regarding your authority as custodian or any action that you have taken in relation to the account.

21. INTEREST CALCULATION, INTEREST BEARING ACCOUNTS, ACCRUAL AND PAYMENT

We use the current balance method to calculate interest on interest-bearing checking and savings accounts. For accounts that earn interest, interest is calculated at the annual rate and in the manner specified in the applicable Schedule using a 365-day-year (366 days in a leap year). The current balance method applies a daily periodic rate to the current balance each day. If you deposit a non-cash item, such as a check, interest begins to accrue no later than the business day we receive credit for its deposit. This may not be the same day that you deposit the non-cash item to your account. Interest is typically credited to checking accounts monthly and savings accounts quarterly. The Schedule of Fees may specify a minimum balance requirement for the payment of interest. We reserve the right to change the interest rate on your variable rate account at our discretion. To obtain the current rate(s) and annual percentage yield information, please contact your local branch or call 877-888-4782.

22. REQUEST FOR DOCUMENTS AND AUTHORIZATIONS

You understand and agree that, with respect to any and all types of accounts, we may require you at any time to provide such documents and authorizations as we may believe appropriate or necessary to confirm or satisfy us that the person(s) seeking to act in a responsible capacity with respect to an account, including without limitation to make or direct withdrawals from the account, has or have the necessary authority to do so.

23. YOUR ADDRESS AND CHANGES OF ACCOUNT RELATED INFORMATION

We may send notices, statements, and other communications regarding your account to you at the most recent electronic and/or street address we have in our records for your account. You agree to notify us immediately if you change your street or email address. You may send us communications, such as change of address (street or electronic) request at the address on the back cover of this Agreement or you may make the request over the telephone. If you request to update your information over the telephone, we may take appropriate measures to authenticate your identity.

We may act on any such instruction made on your behalf within a reasonable time after our receipt. We may destroy all articles that are sent to you and returned to us as undeliverable items. We may also stop sending communications to you until you provide us with a new street or electronic address. You further agree to notify us immediately of any change in your name, telephone number, taxpayer identification number or other pertinent account information which allows us to service your account.

24. DATE OF NOTICES

Except where this Agreement requires that something be “actually received”, the date on which communication occurred is determined by the postmark or postage meter date for postal mail and by the email sent date for electronic communications.

25. SPECIAL RULES FOR SWEEP ARRANGEMENTS

As an insured depository institution, we are required to disclose whether swept funds are deposits within the meaning of 12 U.S.C. 1813(l), a U.S. Code statute describing those deposits eligible for FDIC Insurance. If the funds are not deposited under this statute, we must further disclose the status of such funds should the institution fail. If the Bank were to fail, the swept funds under this Agreement do not meet the FDIC deposit definition and therefore would not be guaranteed by the FDIC nor be eligible for FDIC insurance.

A fee may be assessed for this service. Please refer to the Fee Schedule.

26. DORMANT AND UNCLAIMED ACCOUNTS

Your checking, savings, money market and matured time deposit accounts are considered inactive and dormant if there is no customer-initiated debit or credit activity for more than one (1) year, and you have not communicated with us during that time. Vista Bank may assess inactive account fees as applicable. We consider your Individual Retirement Accounts inactive and dormant if there is no customer-initiated contact for three (3) years after the mandatory distribution date of the required minimum distribution. Your safe deposit box is considered inactive and dormant if the rent on the box is delinquent. If your account is dormant, we may hold all statements for your account. Card privileges (including ATM/ITM and Point-of Sale access) may also be blocked or terminated.

If your checking, savings, money market or matured time deposit account remains inactive for at least three (3) years, we may presume it to be abandoned. We may presume a safe deposit box to be abandoned if it has been inactive for at least five (5) years, the location of the owner of the safe deposit box is unknown to us, and the contents of the box have not been delivered to the comptroller of the currency in accordance with the Texas Property Code. If we hold such property that is presumed abandoned, we are required by law to “escheat” the property; that is, to deliver the funds or property in your account to the state. We may charge a fee for mailing an escheat notice. When the funds in your account are delivered to the state, your account is closed, no interest accrues, and we will have no further liability to you for such funds. When the contents from your safe deposit box are delivered to the state, your box is closed, and we will have no further liability to you for the contents of your box. To recover the funds/contents delivered to the state, you must file a claim with the state.

27. RECORDING AND MONITORING TELEPHONE CALLS

To provide you better service and for quality assurance and our mutual protection, we may record and/or monitor any of our telephone and electronic communications with you. You consent to the recording or monitoring of telephone calls and electronic communications between you and us. We may remind you of this practice before each call only as required by law. If you authorize someone such as an attorney to do business with us on your behalf, you will be responsible for obtaining their permission to allow us to record their communications with us and we may assume they have given you such consent by virtue of their doing business with us on your behalf.

28. CUSTOMER AUTHENTICATION REQUIREMENTS

You may contact us by telephone to request account maintenance, updates and/or account transactions be performed on your account. Maintenance and/or transactions will only be processed if we are able to authenticate your identity. We will take the appropriate measures to authenticate your identity.

29. CONSUMER REPORTS

You authorize us to request and obtain one or more reports about you periodically from organizations such as consumer reporting agencies, check reporting services and other credit reporting entities for purposes of considering your account or loan application(s), reviewing, and collecting on any of your accounts or for other permissible business purposes, and to provide them information about your accounts.

30. CREDIT BUREAUS

We may report information about your account to credit bureaus and credit reporting agencies. You understand that late payments, missing payments, and any other form of default on your account may be reflected in your credit reports. You agree to promptly notify us if you believe that we have reported any inaccurate information about you or your account, so that we may address your concern and correct any erroneous reporting. To notify us, submit the required information listed below in writing to us at: Vista Bank, 1508 Texas Ave, Lubbock, TX 79401.

- Name, address, telephone number;
- Information regarding the account under dispute; and
- The nature of the dispute and sufficient supporting documentation required by the Bank to substantiate the basis of the dispute.

Although we require that such notice be in writing, you may also call us to discuss your concern at 877-888-4782.

31. CASH BONUS

A cash bonus in excess of $9.99 will be reported on a 1099-INT Form as Interest Income.

32. OTHER SERVICES

If you want services from us that are not covered by this Agreement, you understand and agree that you may be required to sign or otherwise agree to an agreement with us for those services.

33. SAFE DEPOSIT

We will mail you a Safe Deposit Box Billing Notice ten (10) days prior to your annual rental payment due date. If you do not pay your safe deposit box rent within two (2) months after the due date, your box rent is delinquent. If your box rent is delinquent for at least three (3) months, at our option, we may send a letter to you that we will drill your Safe Deposit Box and remove its contents if the delinquent rent is not paid within thirty (30) days after the date such letter is sent. If the delinquent rent is not paid within such 30-day period, we may drill your Safe Deposit Box and remove its contents in accordance with the Texas Finance Code. At such time, your box will be officially closed. The box contents will be inventoried pursuant to the Texas Unclaimed Property Division's written instructions and stored at our Bank under dual control access. In order to claim the contents, you must pay the delinquent rent and fees; pay the drilling expenses; provide valid identification; and sign the inventory sheet.

34. ADDITIONAL TERMS FOR TIME DEPOSIT ACCOUNTS

We may refer to a Time Deposit account as a "Certificate of Deposit" or a "CD". Time Deposit accounts include deposits which are payable, either on a specified date or at the expiration of a specified time, no less than seven (7) calendar days after the date of deposit. Time Deposit accounts require a minimum balance of $1,000. If your Time Deposit account balance falls below the minimum balance of $1,000 we may close the Time Deposit account. You agree to keep your funds on deposit until the maturity date. You may make withdrawals from your Time Deposit account on the maturity date or within the grace period after the maturity date without penalty. Your Time Deposit account will mature at the end of the term stated on your Certificate of Deposit, Time Deposit, receipt of Time Deposit, or Truth in Savings Disclosure, as applicable. If you make a withdrawal of all or part of the funds prior to the maturity date, early withdrawal penalties may apply as discussed below.

a. Presentment of Certificate of Deposit. You are not required to present your Certificate of Deposit, Time Deposit or receipt of Time Deposit to withdraw funds from your Time Deposit account. You will comply with our Time Deposit withdrawal procedures which may include signing a Time Deposit Withdrawal Agreement.

b. Date of Issue. The date of issue will be the day that you opened your account.

c. Interest Calculation, Accrual and Payment. We use the daily collected balance method to calculate interest. Interest is calculated at the annual rate and in the manner specified in the applicable Schedule using a 365-day year (366 days in a leap year). The daily collected balance method applies a daily periodic rate to the collected balance each day. If you deposit a non-cash item, such as a check, interest begins to accrue no later than the business day we receive credit for its deposit. This may not be the same day that you deposit the non-cash item to your account. If you elected a payment of interest other than a credit to your Time Deposit account, we may, at our sole discretion, terminate it in favor of crediting your Time Deposit account. Ordinarily, we exercise such discretion when an interest payment mailed to your account address is returned undelivered or when an account to which your interest payments are automatically credited is closed.

d. Renewals. If noted in the Truth in Savings disclosure or Signature Card that your Time Deposit account is automatically renewing, we will renew the Time Deposit at each maturity date for the same or similarly available term. The interest rate will be the one we offer on that renewal date for deposits of the same term and amount. You will have a grace period of ten (10) or four (4) days, depending on the term, after renewal in which you may withdraw funds without penalty. We can decline to renew at any renewal date by notifying you beforehand.

e. Early Withdrawal Penalty. We do not have to permit early withdrawals. For each one, we can charge a penalty calculated as follows: for Time Deposit accounts with a maturity date of seven (7) days or less, seven (7) days interest on the amount withdrawn; for Time Deposit accounts with a maturity date of eight (8) days to three hundred sixty-four (364) days, ninety one (91) days interest on the amount withdrawn; for Time Deposit accounts three hundred sixty-five (365) days and over, one hundred eighty-two (182) days interest on the amount withdrawn. If there is enough accrued interest to cover the penalty, we deduct the penalty from the accrued interest. If not, we deduct the remainder of the penalty from principal. If a variable-rate account, we calculate the penalty using the interest rate applicable at withdrawal. If an Individual Retirement Account, the early withdrawal penalty will be added to any penalty imposed under the Individual Retirement Account (IRA) Disclosure Statement. You understand the law requires us to charge at least seven (7) days simple interest on any amount withdrawn (a) within the first six (6) days after the account is opened, or (b) within six (6) days after a partial early withdrawal.

f. Exceptions to Early Withdrawal Penalty. We may permit you to withdraw funds prior to maturity without incurring an early withdrawal penalty under the following circumstances:

- The death or judicial determination of incompetence of a Time Deposit account owner
- The disability of a Time Deposit account owner
- The re-titling of a Time Deposit account due to transfer of ownership into a living trust held within the Bank
- Capitalized (not accrued) interest withdrawals
- If the CD is an IRA or the funds are going to an IRA

35. IDENTIFICATION

Federal law, including the USA Patriot Act, requires us to obtain, verify and record information that identifies each customer who opens an account at our financial institution. When you apply for an account, we will ask for your legal name, address, date of birth and Taxpayer Identification Number (TIN). We may require one or more forms of valid photo identification. We may validate the information you provide to us to ensure we have a reasonable assurance of your identity. We may contact you for additional information. If your account is funded before we verify your information, you may not have access to the funds. If we are not able to verify your identity to our satisfaction, we will not open your account or we may close the account if it was previously funded.

36. SEVERABILITY

If a court, arbitrator, or other decisional authority determines or finds any part or provision of this Agreement illegal, invalid or unenforceable, you understand and agree that such determination or finding shall not render the remainder of the Agreement illegal, invalid or unenforceable, and that the remainder will be enforced and, if reasonably feasible, the offending provision shall be modified to make it valid and enforceable. If it is not reasonably feasible to so modify the offending provision, then such provision shall be stricken and the remainder of the Agreement shall in all other respects remain valid and enforceable.

37. HEADINGS

Section headings within this Agreement are for convenience only and shall not affect the meaning of any terms or conditions of the Agreement.

38. LIABILITY LIMIT

TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER IN CONNECTION WITH YOUR ACCOUNT OR A SERVICE, IN NO EVENT OR CIRCUMSTANCE WILL WE BE RESPONSIBLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL,

EXEMPLARY, OR PUNITIVE DAMAGES FOR ANY ACTION THAT WE TAKE OR FAIL TO TAKE IN REGARD TO YOUR ACCOUNT, REGARDLESS OF WHETHER THE ACTION OR CAUSE BROUGHT AGAINST US IS BASED ON CONTRACT, TORT OR OTHER DUTY IMPOSED AT LAW, OR WHETHER THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO EITHER PARTY. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing your account and is not intended to and will not avoid or limit your liability or responsibility for payment of attorney's fees, costs and court costs or other costs or expenses for which you are liable or responsible under other provisions of this Agreement. If we do not process or complete a transaction in accordance with the terms of this Agreement, our maximum liability shall not exceed the amount of the transaction.

You further understand and agree that, to the extent permitted by law and unless a different time period is stated in this Agreement, any action, claim, suit or proceeding for damages against the Bank, resulting in any respect from the Bank's acts or omissions in its performance under or non-performance with this Agreement, must be brought within two (2) years of the date of the Bank's alleged act or omission.

39. FORCE MAJEURE

You understand and agree that we will not be deemed to be in default of any of our obligations under this Agreement, and will not be held responsible or liable for loss or damages or failure to complete a transaction or if our performance is delayed, hindered, or becomes impossible because of an event or circumstances beyond our control, such as any act of God or of any public enemy, hostilities, war, terrorism, riot, labor trouble, natural disaster, computer or server problem, loss of electric power, communications or transport problem, or any cause beyond our control.

40. LAWS AND REGULATIONS

We are subject to federal and state laws and regulations. You will not hold us liable for anything we do or decline to do based on a good faith belief that it is required or prohibited by law or regulation. Some laws and regulations allow parties to contract out of their provisions and establish rules by contract. You understand and agree that whenever a term or provision of this Agreement conflicts with any applicable law, regulation or rule, the terms and provisions of this Agreement shall govern to the extent any such law, regulation or rule may be modified by agreement. You will abide by the rules of any clearinghouse or automated clearinghouse that handles any part of a transaction.

41. INDEMNIFICATION

In addition to our rights of indemnity set forth in other provisions of this Agreement, except to the extent that the Bank fails to exercise ordinary care or breaches this Agreement, you understand and agree that you will indemnify us against and hold us harmless from any and all losses, damages, liability, costs and expenses, including without limitation attorney's fees and costs, that we incur because of your failure to abide by any of the terms of this Agreement, and from any and all costs and expenses (including without limitation attorney's fees and costs) that we may incur as a result of any dispute or legal proceeding involving your account or the funds held in your account, irrespective of whether the person initiating any such dispute or legal proceeding is a depositor, co-owner, a third party, or a governmental agent or agency.

42. NO WAIVER

Failure to insist upon your strict performance of any obligation under this Agreement will not create any duty on our part to continue to do so, and our failure to exercise any right will not waive that right or any other right. You will not claim that we waived our right to insist on proper performance, or to exercise or enforce any of our rights in the future. To be effective, any waiver of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

43. RIGHTS ARE CUMULATIVE

You agree that our rights under this Agreement are cumulative, not exclusive, and that we may exercise any of them without giving up the right to exercise others.

44. ACCOUNT CLOSING

Either you or we may close your account at any time with or without cause. If we close your account we will send you written notice by mail to your statement mailing address on the date that we close the account, except that if we reasonably believe that closing the account will prevent loss to us, or that you have violated this Agreement or abused your account relationship with us, we may provide notice of the account closure by mail or by electronic transmission on the business day of the closure or, if closure occurs on a Saturday, Sunday or federal holiday, on the next business day. You understand and agree that you must pay any fees and costs incurred prior to the closing of your account and any fees and costs incurred in relation to closing the account, as well as any outstanding items and obligations. Our rights and your obligations survive any closing of the account or cancellation of this Agreement. After your account is closed, we will have no obligation to pay any outstanding items or to accept any deposit to the account. You will not claim we wrongfully dishonored any items we return unpaid on or after the day the account was closed, and you agree to hold us harmless for any check or other item drawn on or otherwise presented for payment against a closed account.

45. SETOFF

To the fullest extent permitted by law including, without limitation, the Texas Finance Code, the Texas Business and Commerce Code, and Texas common law, you grant us the right to apply or set off the funds in any of your accounts, whether held individually or jointly, up to and including your account balance(s) to or for payment of any debt that you or any owner of the account(s) owes us, whether jointly or individually, without prior notice to you, including, without limitation, direct obligations such as promissory notes and agreements (including this one), and indirect or contingent obligations such as guarantees, endorsements, garnishments, levies or attachments, and/or any fees or service charges owed to us, and you expressly grant us a security interest in all of your accounts to secure any and all such debts, as they may arise. You expressly agree that, to the fullest extent permitted by law, this right of setoff also applies to any federal or state benefits payments, including without limitation Social Security benefits payments, deposited or transferred into your account, and that you may change your deposit instructions to the payor at any time if you wish to avoid having your benefits payments so applied. If your account is a multiple-party or joint account, you understand and agree that each of the account owners or signatories authorizes us to exercise this right of setoff against each and every account of each of the account owners or signatories. Our right of setoff does not apply to your account if it is an IRA Keogh plan or other tax-deferred retirement account, a Health Savings Account, or certain trust accounts, and we may not exercise the right of setoff against your account for liability arising from a home equity loan secured by a Texas Homestead Property.

46. PERSONAL GUARANTEE

You also agree to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

47. DISPUTED AUTHORITY; CONFLICTING CLAIMS

If we are presented with, become subject to, or have reasonable grounds to anticipate conflicting claims or demands, rival claims or demands, or competing claims or demands to an account or funds held in an account, or if we have any reason to believe there is a dispute over signatory authority or the authorized signatories to your account, then, irrespective of whether the person making such claim or demand is a depositor, co-owner or a third party claiming an interest in your account or funds, we can place a hold on (or "freeze") some or all of the account balance until the claim is resolved to our sole satisfaction. We reserve the right to and can, unilaterally and in our sole discretion, pay some or all of the account balance into court or an arbitration authority in an interpleader or other action to determine ownership of the account and/or the funds held in the account, or otherwise to obtain a judicial resolution of the dispute. We do not have to decide if any such dispute, or conflicting, rival or competing claim or demand, has merit before taking further action. You will not claim that we wrongfully dishonored or refused to pay any items previously presented to us or requested to be paid after we hold or freeze some or all of the account balance, or while any such dispute is pending. You agree that you will be responsible and liable to us for any and all loss, costs and expenses (including without limitation attorney's fees and costs) that we may incur as a result of any such dispute, conflicting, rival or competing claim or demand or legal proceeding involving your account or the funds held in your account, and we may deduct any such costs and expenses from your account without prior notice to you.

48. FREEZING YOUR ACCOUNT

In addition to the reasons discussed in the "Disputed Authority; Conflicting Claims" section of this Agreement, when irregular, unauthorized or unlawful activities are suspected with your account, we may place a hold on (or "freeze") the balance in your account and in other accounts you maintain with us, without any liability to you, pending an investigation of such suspected activities. We may give notice if a hold is placed on the balance in your account if and as required by the laws governing your account. We may also block suspected illegal transactions.

49. STANDARD OF CARE

The Bank will meet its standard of care for your account by exercising ordinary care in the transaction at issue. Except to the extent modified herein or otherwise in this Agreement, "ordinary care" has the definition set forth in Chapter 3 of the Texas Business and Commerce Code. When the Bank takes an item for processing for collection or payment by automated means, "ordinary care" does not require the Bank to examine the item. You understand that we have adopted commercially reasonable automated processing procedures for the processing of items for collection and payment to assist in processing the largest volume of items at reduced cost to our customers, and that we have no duty to visually inspect signatures. You also understand and agree that we have no duty to review endorsements on items presented to us for payment by depositary or collecting banks (as those terms are defined in Chapter 4 of the Texas Business and Commerce Code) or other third parties who make a presentment warranty to us. While we have no duty to review endorsements on such items, we may, in our sole discretion, refuse to pay or accept any item for deposit or collection unless we are able to verify to our satisfaction that all of the necessary endorsements are present on the item. We also may, in our sole discretion, refuse to pay or accept any item presented to us by other means unless we are able to verify to our satisfaction that all of the necessary endorsements are present on the item. For example, we may require that all endorsers be present at the time that an item is presented to us for payment or accepted for deposit or collection.

In all other cases except to the extent modified by this Agreement, "ordinary care" requires only that the Bank follow commercial standards that do not vary unreasonably from the general standards followed by similarly situated banks in the area in which the Bank is located. The Bank's policies and procedures are general internal guidelines for the Bank's use and do not impose on us or in any way establish a higher standard of care for the Bank than is otherwise established by the laws governing your account. A mere clerical error or an honest mistake will not be considered a failure of the Bank to perform any of its obligations.

50. LEGAL PROCESS

If you or any owner or signatory is ever involved in a legal proceeding, such as a divorce, garnishment, levy or attachment, we shall be entitled to rely and act upon any legal process served upon us that we believe in good faith to be effective or binding regardless of how or where we are served, and you will not hold us responsible for any loss or damages you suffer from our actions in good faith reliance on any order or other legal process. Your use of your account may be restricted, without liability to you. If a bankruptcy or similar proceeding is filed by or against any owner or signatory, we can place a hold on part or all of the account balance you maintain with the bank without prior notice to you while we seek to have the automatic stay lifted.

51. EXPENSES

In addition to expenses covered in other provisions of this Agreement, you agree to pay any expenses we incur in good faith related to this Agreement, such as fees on items sent for collection, foreign exchange charges and non-reimbursed research and copying fees incurred when a third-party requests records about your account or our relationship. You agree to pay any and all attorneys' fees and court costs we incur in good faith due to concerns about the account, whether or not litigation has been filed, and through the trial and all appeals. You also agree to pay any expense that we incur, including without limitation attorneys' fees, in response to any subpoena, writ, government agency or judicial order, search warrant, or other order, or demand, or request to which we may be required to respond regarding your account or your relationship with us.

52. NO ASSIGNMENT

You understand and agree that neither the account nor your rights under this Agreement may be assigned without our written permission. You further understand and agree that you may not pledge the account without our written permission, and that any pledge to which we agree shall remain subject to our rights under this Agreement and at law. Your permitted successors and assignees are bound by this Agreement.

53. GOVERNING LAW, JURISDICTION AND VENUE

The laws of the State of Texas shall govern this Agreement, and all disputes that arise out of or from or are related to your account. Additionally, certain federal regulations and national and/or local clearing house rules may apply. You understand and agree that the courts in the State of Texas shall have jurisdiction of any dispute in connection with this Agreement or your account. You agree that venue will be proper in the courts in the county and city of our office in Texas where you signed the Signature Card(s) for your account(s), or, if you signed your Signature Card(s) outside the State of Texas, in the courts in the county and city of our office in Texas to which your Signature Card(s) was or were sent or otherwise delivered. You further agree that in any dispute concerning an item or items paid by us or deposited in your account(s) in a Texas county different than the county where you signed the Signature Card(s) for your account(s), in our sole discretion venue will be proper in the county where the item(s) was or were paid or deposited.

54. WAIVER OF JURY TRIAL

THIS PROVISION LIMITS YOUR RIGHTS TO A JURY TRIAL. YOU SHOULD REVIEW THIS SECTION CAREFULLY. YOU KNOWINGLY AND VOLUNTARILY AGREE TO WAIVE YOUR RIGHT TO A TRIAL BY JURY OF EACH AND EVERY ISSUE, CLAIM, COUNTERCLAIM, ACTION, CAUSE OR DISPUTE WITH US ARISING, IN WHOLE OR IN PART, FROM OR IN ANY WAY RELATING TO YOUR ACCOUNT(S) OR THIS AGREEMENT. SUBJECT ONLY TO THE RIGHT OF ARBITRATION SET FORTH IN THE ARBITRATION SECTION OF THIS AGREEMENT, ANY AND ALL SUCH DISPUTES MAY BE TRIED BEFORE A JUDGE ONLY. TO THE FULLEST EXTENT PERMITTED UNDER THE LAWS OF THE STATE OF TEXAS, THIS WAIVER OF RIGHT TO TRIAL BY JURY IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH AND EVERY INSTANCE AND ISSUE AS TO WHICH THE RIGHT TO TRIAL BY JURY WOULD OTHERWISE ACCRUE.

55. ARBITRATION

PLEASE REVIEW THIS PROVISION CAREFULLY. EITHER YOU OR WE MAY, WITHOUT THE OTHER'S CONSENT, ELECT TO SEEK BINDING ARBITRATION OF ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO YOUR ACCOUNT (INCLUDING WITHOUT LIMITATION ANY APPLICATION FOR OR APPROVAL OF YOUR ACCOUNT) OR THIS AGREEMENT (THE "CLAIM" OR "CLAIMS") EXCEPT AS OTHERWISE STATED HEREIN, BY WRITTEN REQUEST TO THE OTHER, PROVIDED THAT THE PARTY SEEKING ARBITRATION HAS NOT SUBSTANTIALLY INVOKED THE JUDICIAL PROCESS WITH RESPECT TO ANY SUCH CLAIM TO THE DETRIMENT OR PREJUDICE OF THE OTHER PARTY. IF SO ELECTED, ARBITRATION REPLACES THE RIGHT TO GO TO COURT. ALL SUCH CLAIMS ARE SUBJECT TO ARBITRATION REGARDLESS OF THE THEORY THEY ARE BASED ON OR THE REMEDY SOUGHT, WITH THE EXCEPTION OF INTERPLEADER AND OUR RIGHTS SET FORTH IN THE "DISPUTED AUTHORITY; CONFLICTING CLAIMS" AND "FREEZING YOUR ACCOUNT" SECTIONS OF THIS AGREEMENT, AND ANY CLAIM THAT IS WITHIN THE JURISDICTIONAL LIMITS OF AND IS FILED IN A SMALL CLAIMS COURT, AND PROCEEDS ON AN INDIVIDUAL BASIS. EXCEPT AS OTHERWISE MODIFIED HEREIN, THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS CONSUMER ARBITRATION RULES, INCLUDING THE CONSUMER DUE PROCESS PROTOCOL, IF APPLICABLE, AND TITLE 9 OF THE UNITED STATES CODE. THIS AGREEMENT WILL CONTROL AND GOVERN AND CONFLICTS BETWEEN THE AAA CONSUMER ARBITRATION RULES AND THIS AGREEMENT. JUDGMENT ON ANY AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY RULE TO THE CONTRARY, THE ARBITRATION WILL BE CONDUCTED AND WILL PROCEED ONLY AS AN INDIVIDUAL ACTION; THE ARBITRATORS SHALL HAVE NO POWER OR AUTHORITY TO ARBITRATE ANY CLAIM ON A CLASS-WIDE OR REPRESENTATIVE BASIS, OR TO CONSOLIDATE CLAIMS OR OTHER ACTIONS OR CAUSES ASSERTED BY DIFFERENT CLAIMANTS OR COUNTER-CLAIMANTS, WHETHER PRIVATE OR PUBLIC, OR TO AWARD ANY RELIEF ON A CLASS-WIDE OR REPRESENTATIVE BASIS.

THIS ARBITRATION PROVISION EXPRESSLY APPLIES TO AND COVERS ANY CLAIM OR OTHER CAUSE OR ACTION BROUGHT OR MADE AND ANY REMEDIES SOUGHT AS PART OF ANY CLASS ACTION PROCEEDING OR REPRESENTATIVE ACTION (WHETHER BY PRIVATE ATTORNEY GENERAL OR OTHERWISE). THEREFORE, ANY CLAIM BETWEEN YOU AND US THAT IS RAISED OR OTHERWISE INCLUDED IN ANY CLASS ACTION LAWSUIT OR REPRESENTATIVE ACTION IS AND WILL BE SUBJECT TO AN INDIVIDUAL ARBITRATION CLAIM PURSUANT TO THIS ARBITRATION PROVISION SHOULD EITHER YOU OR WE SO ELECT.

FOR CLAIMS OF $100,000.00 OR MORE, THE ARBITRATION WILL BE CONDUCTED BEFORE A PANEL OF THREE (3) ARBITRATORS. THE ARBITRATION AND ARBITRATION HEARINGS WILL BE HELD IN AND TAKE PLACE IN THE TEXAS CITY CLOSEST TO YOUR PERMANENT RESIDENCE OR, IF YOUR PERMANENT RESIDENCE IS LOCATED OUTSIDE THE STATE OF TEXAS, IN DALLAS, TEXAS. WE AND YOU SHALL EACH APPOINT ONE (1) ARBITRATOR, AND THE THIRD ARBITRATOR WILL BE APPOINTED BY MUTUAL AGREEMENT OF THE PARTIES. IF THE PARTIES ARE UNABLE TO REACH AGREEMENT ON THE APPOINTMENT OF THE THIRD ARBITRATOR WITHIN A REASONABLE PERIOD OF TIME, OUR AND YOUR APPOINTED ARBITRATORS SHALL JOINTLY SELECT THE THIRD ARBITRATOR FOR THE PANEL. THE ARBITRATOR(S) WILL APPLY APPLICABLE SUBSTANTIVE LAW, INCLUDING WITHOUT LIMITATION THE APPLICABLE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE STATUTE OF LIMITATIONS, INCLUDING WITHOUT LIMITATION ANY STATUTE OF LIMITATIONS SET FORTH IN THIS AGREEMENT AND/OR CONTRACTUAL CONDITION PRECEDENT, AND WILL HONOR ALL CLAIMS OF PRIVILEGE RECOGNIZED UNDER TEXAS LAW. THE ARBITRATOR(S) SHALL HAVE NO AUTHORITY TO AWARD OR GRANT CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES NOT MEASURED BY THE PREVAILING PARTY'S ACTUAL DAMAGES. THE ARBITRATOR'S OR ARBITRATION PANEL'S DECISION

SHALL BE EXPRESSED IN A WRITTEN ARBITRATION AWARD SUPPORTED BY ANY FINDINGS MADE BY THE ARBITRATORS, WILL BE FINAL AND BINDING ON THE PARTIES, AND A JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION. YOU UNDERSTAND AND AGREE, HOWEVER, THAT THE ARBITRATORS' DECISION AND FINDINGS, AND ALL ARBITRATION SUBMISSIONS AND PROCEEDINGS SHALL REMAIN CONFIDENTIAL BETWEEN YOU AND VISTA BANK, EXCEPT TO THE EXTENT NECESSARY TO OBTAIN JUDICIAL REVIEW OR CONFIRMATION, FOR TAX OR ACCOUNTING PURPOSES, OR AS OTHERWISE REQUIRED BY LAW.

56. SUBSTITUTE CHECKS (CHECK 21)

The Check Clearing for the 21st Century Act (commonly referred to as "Check 21") and regulations established by the Federal Reserve Board pursuant to that Act require that we provide the following disclosure titled "Substitute Checks and Your Rights." A substitute check is the legal equivalent of an original check.

a. Substitute Checks and Your Rights. To make check processing faster, federal law permits banks to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or electronic debits to your account. However, you have rights under other law with respect to those transactions.

b. What are your rights regarding substitute checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, non-sufficient funds or overdraft check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (45) calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

c. How do you make a claim for a refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us in writing at Vista Bank, PO Box 2100, Lubbock, Texas 79408.

You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include all of the following:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check and the amount of the check.

57. FUNDS AVAILABILITY DISCLOSURE

a. Your Ability to Withdraw Funds. Our policy is to make funds from your cash and check deposits available to you on the first (1st) business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays.

If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Please note that some of our branches have different closing times. Contact the branch where you transact business to verify the closing time. If you make a deposit on any day that we are not open for business, we will consider the deposit made on the next business day we are open. We may change our closing times whenever we determine it to be a necessary business decision.

b. Longer Delays May Apply; Case-by-Case Hold. In some cases, we will not make all of the funds that you deposit by check available to you on the first (1st) business day after the day of your deposit. Depending on the type of check that you deposit, your funds may not be available until the second (2nd) business day after the day of your deposit. The first $275 of your deposits, however, may be available on the first (1st) business day.

If we are not going to make all of the funds from your deposit available on the first (1st) business day, we may notify you at the time you make your deposit. We may also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the end of the business day after we receive your deposit.

c. Exception Hold. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $6,725 on any one (1) day.
- 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.

We may notify you at the time you make your deposit if we delay your ability to withdraw funds for any of these reasons, and we may tell you when the funds may be available. They will generally be available no later than the seventh (7th) business day after the day of your deposit.

d. Special Rules for New Accounts. If you are a new customer, the following special rules will apply during the first thirty (30) days your account is open.

Funds from deposits of cash, wire transfer and electronic direct deposits to your account will be available on the day we receive the deposit.

The first $6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, federal, state and local government checks and United States Postal Service (USPS) money orders will be available on the first (1st) business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over $6,725 will be available on the ninth (9th) business day after the day of your deposit.

If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $6,725 will not be available until the second (2nd) business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth (9th) business day after the day of your deposit.

e. Holds on Other Funds (Check Cashing). If we cash a check for you, drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

f. Holds on Other Funds (Other Account). If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us.

The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

58. SUGGESTED FRAUD PROTECTION MEASURES; UNAUTHORIZED ITEMS

a. Unauthorized Claims Investigation. You should be aware of and acknowledge the ongoing risk of losses resulting from unauthorized items. The Accounts Statements section of this Agreement sets forth the periods within which you must discover and report Errors and Unauthorized Endorsements as well as filing a Fraud Affidavit Form with us. You agree to safeguard your blank checks and take reasonable steps to prevent their unauthorized use. You agree to notify us immediately if it appears that any blank checks are missing or otherwise unaccounted for, or if you become aware of the use of counterfeit checks purportedly drawn on your account. Further, to the extent that we have exercised ordinary care in paying or taking the checks, you agree to accept responsibility for any failure to safeguard your bank checks.

You also agree to make a report to the police if requested and to provide us with a copy of the report. We will have a reasonable period of time to investigate the circumstances surrounding any claimed loss. During our investigation we will have no obligation to provisionally credit your account, unless otherwise required by law (e.g. in connection with certain consumer electronic fund transfer transactions).

If we do provide provisional credit to your account we have the right to reverse the credit if you fail to (i) sign any required affidavits and/or other necessary documents, (ii) cooperate fully with the Bank's investigation of your claim of an unauthorized transaction, (iii) cooperate fully with the Bank's efforts to recover funds related to your claim of unauthorized transaction, (iv) if the Bank determines that the transaction was indeed authorized or (v) you failed to exercise ordinary care in the safeguarding of your blank check stock.

b. Lost or Stolen Paper Items; Unauthorized Items. If any of your unissued paper items have been lost or stolen, you agree to notify us at once. In addition to the obligations stated in the Account Statements section of this Agreement, to the extent that your failure to so notify the Bank inhibits our ability to prevent loss, we will be relieved of any liability for such items. Upon receipt of any such notice, the Bank may at its sole discretion and without any liability to you take one or more of the following actions: (i) close your account and open a new account for you; (ii) dishonor any paper item you or an authorized signer has indicated may have been lost or stolen (unless you or an authorized signer subsequently has instructed the Bank to honor such an item); or (iii) pay any paper item presented for payment on your account, provided you have instructed the Bank to pay such paper item and given the Bank the number of that paper item. If we open a new account for you and you have authorized a third party to automatically make regular deposits to or withdrawals from your account (such as wire or ACH transfers), the Bank shall have no liability to you if you do not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for you due to your failure to notify that third party in a timely fashion of the number of your new account.

59. ELECTRONIC AND INTERNET BANKING SYSTEM

a. General Terms. The following provisions establish the rules governing your electronic access to your account(s) at Vista Bank via Online Banking and via Mobile Banking (hereafter the "System"). By using the System, you agree to and accept all of the terms and conditions contained herein. We urge you to read these provisions carefully before using the System to access any of your accounts.

The terms and conditions of the applicable deposit agreement(s), including this Agreement, and other disclosures for each of your bank accounts as well as other disclosures that the Bank has provided or made available to you, such as in relation to your loans, continue to apply notwithstanding anything to the contrary in this Agreement, unless this Agreement expressly states otherwise. Certain of the following provisions apply only to customers who establish an account primarily for personal, family or household purposes. We may supplement, amend or change these provisions at any time, without giving you prior notice except as specified under "Fees and Charges" below, by updating the provisions on the System or through other notice provided or made available to you.

These provisions are also subject to applicable federal and state laws, rules and regulations (except to the extent the provisions can vary such laws, rules and regulations). We make no representation that any particular content or use of the System is permissible or available outside of the United States, and you accept and agree that your use of the System outside of the United States may be subject to foreign laws, rules and regulations. If any of the following provisions is found to be unenforceable, all remaining provisions will continue in full force and effect.

b. Compliance with Law. You consent and agree not to access or use the System to initiate or conduct any transaction that violates any law or regulation of the State of Texas or of the United States. You are solely responsible for ensuring that your use of the System complies with any and all applicable laws, regulations and rules.

c. Access. To access and use the System from a personal computer or other device, you must have at least one (1) account at the Bank, access to Internet service through an Internet Service Provider ("ISP"), with appropriate and compatible hardware, software and web browser or other equipment, an email address, and a telephone number that can accept voice calls or text messages. You are solely responsible for maintaining your computer, device and equipment in good working order, with the necessary compatibility and format to communicate with the System. You are also responsible to install, run and regularly update a virus protection program and operating system patches on your computer, device or other equipment, and we strongly recommend that you perform safe email and other electronic communication practices and visit our Fraud Resource Center page at https://www.vistabank.com/resources/fraud-resource-center to learn more about online fraud and ways to protect yourself. You understand and agree that you are solely responsible for, and Bank has no responsibility for, any computer viruses, malware, computer or other device inoperability or failure, or similar problems experienced through your use of the Internet or the System. It is also your responsibility to follow all guidelines set forth by your cellular carrier including fees and service charges related to data, email and text usage. License agreements for our necessary software shall either be embedded in the System software or separately documented. You agree to comply with all applicable software license agreements, whether or not such agreements have been executed by you. You have no rights to or ownership in any software provided by or through us and shall not transfer, copy, alter, modify, reverse engineer, reproduce, or convey in any manner, in whole or in part, any such software.

Access to consumer accounts may be granted by completing the self-enrollment process located at https://www.vistabank.com. Once the self-enrollment process is complete and validated, you may gain access to accounts that you are an owner or authorized signer. If you are unable to complete the self-enrollment process, you may contact Vista Bank at 877-888-4782 or visit any of our branches. You may request additional account access or restrictions by contacting Vista Bank at 877-888-4782 or by visiting any of our branches. We undertake no obligation to monitor transactions through the System to determine that they are made on behalf of you or other depositor or authorized account holder. You can use the System to check the balance of your accounts, view account histories, transfer funds between your accounts and perform other services as provided.

d. Your Password Security. For security purposes, you are required to choose and establish a password upon your initial login. In order to establish your password, the System must first authenticate you by using the information that was gathered through the account opening process and any authentication procedures that the Bank may utilize. Authentication procedures that the Bank may utilize may include, without limitation, security questions, proof of identification, and software-based and hardware-based authentication programs. Once this authentication occurs, you will then be prompted to select a password that will meet the Bank's security requirements. Your password and login ID, and any additional authentication information that the Bank may require you to provide, in our sole discretion, are intended to provide security against unauthorized entry and access to your accounts. You understand and agree that we are authorized to act on instructions received under your password, whether or not such instructions are made by you. You understand and accept that you are solely responsible for the confidentiality and security of your user ID and password and agree to change your password periodically. You understand and agree that your password should not be associated with any commonly known personal identification information, such as Social Security number, address, date of birth or names of children. We strongly recommend that you memorize your login ID and password rather than write it down. You understand and agree that you should log out completely after using the System, and that you should not leave your personal computer or other device unattended when using the System. The system will suspend your access if you enter an incorrect password 3 or more times.

You understand the importance of your role in preventing misuse of your accounts through the System and you agree to promptly examine your statement for each of your bank accounts as soon as you receive it or it is otherwise made available to you. You agree to protect the confidentiality of your account and account number and your personal identification information, such as your driver's license number and Social Security number. You understand that personal identification information by itself or together with information related to your account may allow unauthorized access to your account.

Data transferred via the System is encrypted in an effort to provide transmission security and the System utilizes identification technology to verify that the sender and receiver of System transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the System is secure, however, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. If you use wireless Internet access via a personal computer or other device, such as a mobile phone, to conduct transactions through our Online Banking or Mobile Banking services, we strongly encourage you to conduct all such transactions only over a secured wireless network. Although we employ security and authentication procedures including, without limitation, the procedures described herein, information transmitted over a non-secured wireless network may be intercepted without your knowledge. You agree to defend, hold harmless and indemnify the Bank from and against any and all claims of any nature arising out of any electronic access by a person you have authorized, permitted or enabled to have access to your bank accounts via the System.

You will contact us AT ONCE at 877-888-4782, if you believe your user ID or password has been lost, stolen, used without your authorization or otherwise compromised or if someone has accessed your account or transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce your potential losses.

e. Internet Scams. You are aware of and recognize that there are various types of Internet-based and/or email based scams, such as the scam commonly referred to as "phishing," through which a third-party email, web site or link purporting to be from or affiliated with the customer's bank may request personal or private information in order to perpetrate identity theft, bank fraud, or otherwise gain unauthorized access to a customer's account. You understand and agree that the Bank does not and will not send you emails or text messages requesting you to respond with your PIN, password, complete account number, social security number or other private or personal information. You understand that when communicating with you by email or text message in relation to retrieving, updating or transmitting private or personal information, the Bank will request that you log into the System.

f. Hours of Access. You can use the System seven (7) days a week, twenty-four (24) hours a day, although some or all System services may not be available occasionally due to emergency or scheduled System maintenance.

g. Fees and Charges. You agree to pay the System services monthly fees, if applicable.

You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and ISP fees and costs that you incur in connection with your use of the System, and the costs of any communication lines and any data processing charges payable to third parties.

If an amendment or change to this Agreement would result in increased fees for any System service, increased liability for you, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least thirty (30) days before the effective date of any such change unless such notice is otherwise excused by law, or unless an immediate change is necessary to maintain the security of an account or our electronic funds transfer system. We reserve the right to waive, reduce or reverse charges or fees in individual situations.

h. Posting of Internal Transfers. Transfers completed through the System before 8:00 p.m. Central Time on a business day are posted to your account the same day. Transfers completed after 8:00 p.m. Central Time on a business day or on a Saturday, Sunday or federal holiday may not be posted until the next business day.

i. Overdrafts. IN THE EVENT THAT ELECTRONIC FUNDS TRANSFERS INITIATED THROUGH THE SYSTEM THAT WOULD RESULT IN AN OVERDRAFT OF YOUR ACCOUNT ARE NOT CANCELLED, OVERDRAFT CHARGES MAY BE ASSESSED PURSUANT TO THE SCHEDULE OF FEES WITHIN THIS AGREEMENT. THE OVERDRAFTS SECTION OF THE GENERAL ACCOUNT TERMS AND CONDITIONS OF THIS AGREEMENT PROVIDES FURTHER INFORMATION ON OUR OVERDRAFT SERVICES.

j. Limits on Amounts and Frequency of System Transactions. The number of transfers from bank accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires. The Electronic Fund Transfer Act and Regulation E section of this Agreement provides additional information regarding electronic funds transfers primarily for personal, family or household purposes.

k. Bill Payment Service. Vista Bank offers Bill Pay services through the System for your convenience. Vista Bank may also offer, Bill Payment service via Mobile Bill Pay. Bill Payment services are provided to you as a convenient way to pay bills through your online and mobile banking profile. Bill Payment works by providing Vista Bank with payment details for the biller or payee such as but not limited to, name, account or card number and address. By using Bill Payment, you authorize Vista Bank to make payments based on information we have received from you. We may choose to edit the delivery address, delivery method or other such information as reasonably necessary to deliver the bill payment more efficiently. The Bill Payment service will send out payments as either an electronic delivery or a physical paper check. The Bill Pay system may change between check and/or electronic delivery methods at its own discretion. Once a payee is created, you can setup delivery of the payment by choosing the "send on" date. The Bill Payment system will calculate an estimated "delivery date" which will be displayed during the payment creation process. Recurring Bill Payment options are also available to help assist you in creating repetitive payments to a specific payee.

Vista Bank may offer expedited bill payment delivery options based upon each specific biller/payee type. Expedited delivery options are available at an additional service charge which will be disclosed at the time of scheduling the expedited payment.

If you need to edit or cancel a bill payment, it must be done before the bill payment has been processed. If a bill payment has already been processed and the payment was sent in the form of a paper check, you may be able to place a stop payment on the bill payment check only if the check has not cleared or posted to your account. If the payment was sent in the form of an electronic payment and it has been processed, you must contact the payee for any payment cancellations or returns. Vista Bank is not responsible for cancelling bill payments or handling any return payment requests to your biller/payee. All disputes between you and the biller must be resolved directly between you and the biller/payee.

Vista Bank will make every effort to process all bill payments properly; provided, however, that Vista Bank will not be liable for any bill payments not processed due to insufficient payment account funding, invalid payment instructions or failure for the payee/biller to properly apply the payment. While Bill Payment estimated delivery dates are provided to help estimate the delivery date that the payment should arrive to the payee, you should make sure to send all bill payments so that they arrive before the actual bill due date. Vista Bank cannot guarantee the actual delivery date of the bill payments and is not responsible if the biller or payee imposes a late fee to you.

l. Mobile Banking Service. Vista Bank offers Mobile Banking service as part of its Online Banking services, accessible via a web-enabled cell phone or smart phone or other mobile device capable of accessing the Internet and sending SMS text messages *("Mobile Device")*. Mobile Banking service allows you to check the balance of your accounts, view your account history, transfer funds between your accounts, receive alerts and messages from the Bank and perform other services which may include but are not limited to, mobile deposits, bill payments and transaction approvals. Other features and services may be made available. We may, in our sole discretion, determine which services are available via Mobile Banking. You must be enrolled in the System before you can use Mobile Banking. The same login ID and password used for the System, as discussed in the "Your Password; Security" subsection of the Electronic and Internet Banking System section, are used to access Mobile Banking. To obtain further information and details concerning available products and services offered through Mobile Banking, you may visit and access the information found at https://www.vistabank.com.

m. Fees, Costs and Expenses. While the Bank does not currently charge a fee for Mobile Banking, you understand and agree that if you activate Mobile Banking you are responsible for all fees, costs and expenses associated with your Mobile Device including, without limitation, all fees, costs and expenses associated with the Mobile Device hardware and software, all fees, costs and expenses associated with the wireless service plan for the Mobile Device including, without limitation, charges for accessing the Internet, and all fees, costs and expenses associated with data transfers and your sending or receiving of SMS text messages to or from us or third parties. You also understand and agree that your Mobile Banking transactions may be subject to fees, costs and expenses imposed by third parties under your agreements with them, and to any applicable fees, costs and expenses that we may charge as set forth in other agreements that you have with us.

n. Communications With You and Other Account Signatories. You understand and agree that by enrolling in Mobile Banking, you consent to our contacting you, transmitting to you and communicating with you via email and/or SMS text messages directed to or accessed on your Mobile Device, including without limitation to provide alerts and information concerning your account(s). You understand and agree that we may send account alerts, data and information via email and/ or SMS text messages to any or all other signatories on your account(s) who have enrolled in Mobile Banking. All email, SMS text messages and other communications transmitted to us via Mobile Banking are our property and, to the fullest extent permitted by applicable Texas law and federal law, you agree that such communications are not confidential. In conformity with applicable Texas law and federal law, we may provide or otherwise make available to you via Mobile Banking advertising, offers, links or other information offered or maintained by third parties. You understand and agree that your accessing, use or purchase of third-party content, data, information, products, or services is at your own risk, and that we do not endorse, validate or control any content, data, information, products or services offered or maintained by third parties.

o. Additional Equipment and Access Requirements Security. In order to activate and utilize Mobile Banking, you must acquire and maintain a Mobile Device, any wireless hardware and software needed to operate and maintain the Mobile Device in proper working order, and a wireless service plan for the Mobile Device with a service provider of your choosing. You understand that your Mobile Device, all associated hardware and software and wireless service, including without limitation your wireless service data plan, are your responsibility and not part of our Mobile Banking service or otherwise the services that we provide to you. You understand and agree that you are solely responsible for ensuring the operability and functionality of your Mobile Device and its hardware, software and wireless plan services.

In addition to your agreement to the terms and conditions set forth in the "Your Password; Security" subsection of the Electronic and Internet Banking System section, you understand and acknowledge that we will not transmit or send your complete account number, Social Security number, or complete card number or PIN in any email or SMS text message to your Mobile Device, and that we will not ask you to send or transmit to us an email or text message containing your password, complete account number, Social Security number, or complete card number or PIN. You understand and agree that you are responsible for safeguarding and protecting your login ID and password including in relation to your use of your Mobile Device and Mobile Banking. You understand and agree that the Bank may and will rely on the use of your login ID and password in providing Mobile Banking services to you and as proof of your agreement to and authorization of any and all activity conducted on your enrolled account(s) via Mobile Banking. Upon enrolling in Mobile Banking, you expressly authorize us to transmit or send to you, via SMS text message or email communication to or accessed via your Mobile Device, information concerning your account(s) including, without limitation, specific dollar amounts, balance and payee information, an incomplete version of your account number(s) made up of certain digits of the account number(s), and account transaction information.

p. Stop Payment Requests. You may initiate a stop payment request online via the System only for paper checks you have written on your bank account. You will incur stop payment charges as disclosed in the current schedule of fees.

q. Disclaimer of Warranty and Limitation of Liability. We and our service providers do not and cannot warrant that the System will operate without errors, or that any or all System services will be available and operational continuously and without interruption at all times. **WE AND OUR SERVICE PROVIDERS PROVIDE ONLINE BANKING AND MOBILE BANKING SERVICES "AS IS" AND "AS AVAILABLE" WITHOUT MAKING ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ON BEHALF OF THE BANK AND OUR SERVICE PROVIDERS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU UNDERSTAND THAT THE LAWS OF SOME STATES DO NOT PERMIT THE WAIVER OR EXCLUSION OF CERTAIN WARRANTIES, AND THAT THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.**

TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION, YOU AGREE THAT VISTA BANK, ITS AFFILIATES, AND OUR AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES UNDER OR BY REASON OF ANY SERVICES, EQUIPMENT OR PRODUCTS PROVIDED UNDER OR IN RELATION TO THIS SECTION OR BY REASON OF YOUR USE OF OR ACCESS TO SYSTEM, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR BASED ON A WARRANTY. FURTHERMORE, IN NO EVENT SHALL THE LIABILITY OF THE BANK AND ITS AFFILIATES EXCEED THE AMOUNT OF YOUR ACTUAL LOSSES OR DAMAGES INCURRED BY YOU IN RELATION TO THE ELECTRONIC BANKING SERVICES PROVIDED TO YOU.

r. Indemnification. IN ADDITION TO OTHER INDEMNIFICATION PROVISIONS SET FORTH ELSEWHERE IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS VISTA BANK AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR CONTRACTORS, FROM AND AGAINST ALL CLAIMS, SUITS, CAUSES, ACTIONS, LOSSES, COSTS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES) OF ANY SORT BY THIRD PARTIES OR OTHERS ARISING FROM OR RELATING TO YOUR ACCESS TO OR USE OF ANY SERVICES, EQUIPMENT OR PRODUCTS PROVIDED UNDER OR IN RELATION TO ELECTRONIC BANKING OR THE SYSTEM, INCLUDING WITHOUT LIMITATION ANY CLAIM ALLEGING FACTS THAT IF PROVED TRUE WOULD CONSTITUTE A BREACH OF THIS AGREEMENT, OR INFRINGEMENT, MISUSE OR MISAPPROPRIATION BY YOU OF DATA, INFORMATION, PERSONAL PROPERTY OR MATERIALS.

s. E-Sign Disclosure (Electronic Records Disclosure). You understand and agree that in order to register for and use "The System", including without limitation to establish any new or additional account online via the System, you agree to electronic delivery of disclosures, notices, account statements (if you select eStatement delivery), communications and agreements relating to such services, and to electronic delivery of any disclosure, notice, account statement (if you select eStatement delivery) communication and agreement applicable to your existing or future deposit accounts at Vista Bank.

If you are an Electronic Banking user, disclosures, notices, account statements (if you select eStatement delivery), communications and agreements for the deposit accounts you have with Vista Bank may, at our discretion, be presented to you in electronic form at the email address you provided us or they may be made available for you to view, download and/or print by logging into the System.

Disclosures, notices, account statements, communications and agreements regarding your account provided in electronic form may not be distributed in paper form. After consenting, if you wish to obtain a paper or non-electronic copy of the disclosures, notices, account statements, communications, or agreements, you can do so by calling us or writing us at the number or address listed at the end of this disclosure. See Miscellaneous Fees section within this Agreement for applicable research fees.

By consenting to receive disclosures, notices, account statements, communications, and agreements regarding your account electronically, you agree to provide us with the information (such as current email address) necessary to communicate with you electronically. You are required to update us with any changes in or to such information by calling or writing us at the number or address listed at the end of this disclosure.

You have the right to withdraw your consent to electronic delivery of all such materials or items at any time, at no cost to you, by calling or writing us at the number or address listed below. You understand that withdrawing your consent will not in any way affect the enforceability, legal effect or validity of electronic records, disclosures, notices, account statements, communications or agreements made available to you prior to implementation of the withdrawal of your consent.

t. E-Sign Disclosure (Electronic Signature Disclosure). You agree that we may use your electronic signature in lieu of and/or, in addition to, your handwritten signature. You agree that your electronic signature will be treated exactly the same as your handwritten signature. You agree that your electronic signature is binding.

u. Contact Information for Changes and Termination of Online Banking, E-Statements:

Vista Bank
PO Box 2100
Lubbock, Texas 79408
Tel: 877-888-4782

v. Hardware and Software Requirements. In order to receive electronic delivery of disclosures, notices, account statements (if you select eStatement delivery), communications and agreements, and otherwise to receive electronic copies of any and all disclosures you must have, at minimum, the hardware and software listed below:

- A personal computer or other device capable of accessing the Internet
- A web browser which supports 128-bit SSL encrypted communications
- Software that permits you to receive and access Portable Document Format (PDF) files, such as up to date Adobe Acrobat Reader

w. Our Data and Records. You consent and agree that we may record, or otherwise document and store information electronically transmitted, entered or received in the System for our record-keeping purposes. You also consent and agree that our records and stored information shall be presumed to be an accurate representation of your requests or instructions to us.

x. Your Right to Terminate. You may contact us to cancel your System service at any time by phone or you may mail your request to the address above. Your access to the System will be cancelled within a reasonable time after receipt of your instructions to cancel the Service. You will be responsible for all outstanding fees, charges and other obligations incurred prior to the date and time of cancellation and any fees and charges assessed during the process of termination, and you shall remain responsible to maintain sufficient funds in your account(s) to cover any outstanding items originated via the System or that you have authorized to be paid through the System.

y. Our Right to Terminate. You agree that we can terminate or limit your System services for any of the following reasons:

- Without prior notice if you have insufficient funds in any one of your Bank accounts. System service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- Without prior notice if you abuse or make fraudulent use of any System service, or to prevent a loss.
- Upon three (3) business days’ notice, if you do not contact us to designate a new primary checking account immediately after you close your primary checking account.
- Upon reasonable notice, for any other reason, with or without cause, at our sole discretion.

60. CONSUMER ACH ENTRIES

You acknowledge and agree that to the extent not governed by the Electronic Fund Transfer Agreement and Regulation E, your rights and responsibilities with respect to ACH transaction entries posted to your account, including without limitation ACH debit entries and ACH credit entries, shall be construed in accordance with the NACHA Operating Rules and the laws of the State of Texas. You further acknowledge and agree that we may rely on the representations and warranties and statements of our rights contained in the NACHA Operating Rules and may credit or debit your account in accordance with these rules as instructed by the originator of the ACH debit or credit. Without limitation of the foregoing, to the extent not otherwise governed by the Electronic Fund Transfer Agreement and Regulation E, you understand and agree that in the event you receive an ACH debit entry that you determine is unauthorized or improper, you must provide a written statement of unauthorized debit under penalty of perjury or, at our election, a notarized affidavit, to notify us of your intent to return such entry by the opening of business on the Business Day prior to the sixtieth (60th) day from the settlement date. The settlement date is the date on which the ACH entry posts to your account. The written statement of unauthorized debit, or notarized affidavit, must include the following minimum information: (a) your name and signature; (b) your account number; (c) the identity of the party (i.e. the payee) debiting the account, as provided to you, and, if different, the name of the intended third-party payee; (d) the date the entry was posted to your account; (e) the dollar amount of the entry; (f) the reason for the return; (g) the date of signature; (g) your confirmation that the written statement of unauthorized debit is true and correct; and (h) your assertion that you are an authorized signer or have authority to act on the account. To the fullest extent permitted under the NACHA Operating Rules, the Electronic Fund Transfer Agreement, Regulation E, and Texas law, you further acknowledge and agree that you lose your right to return such an ACH debit entry or to obtain a recredit to your account in the event you fail to notify us of your intent to return an unauthorized or improper ACH debit within the timeframes and in the manner set forth herein.

61. ELECTRONIC FUND TRANSFER AGREEMENT AND REGULATION E

The term “Electronic Funds Transfer” or “EFT” means any transfer of funds that is initiated through an electronic terminal, telephone, or computer for the purpose of ordering, instructing or authorizing a financial institution to debit or credit a consumer’s account. The term includes, but is not limited to the following:

- POS transactions
- ATM/ITM transfers
- Direct deposits or withdrawal of funds using ACH including Same-Day ACH
- External Transfers or Bank to Bank Transfers
- Person to Person Payments (P2P)
- Transfers initiated by telephone
- Transfers resulting from debit card transactions, whether or not initiated through an electronic terminal

However, the term “Electronic Funds Transfer” or “EFT” generally does not include, without limitation, the following:

- Any transfer of funds originated by check, draft, or similar paper instrument; or any payment made by check, draft or similar paper instrument at an electronic terminal
- Any transfer of funds that guarantees payment or authorizes acceptance of a check, draft or similar paper instrument but that does not directly result in a debit or credit to a consumer account
- Any transfer of funds through Fedwire or through a similar wire transfer system that is used primarily for transfers between financial institutions or between businesses
- Any transfer of funds you have authorized us to make to another of your accounts at Vista Bank
- Any transfer of funds the primary purpose of which is the purchase or sale of a security or commodity, if the security or commodity is: (i) regulated by the Securities and Exchange Commission or the Commodity Futures Trading Commission; (ii) purchased or sold through a broker-dealer regulated by the Securities and Exchange Commission or through a futures commission merchant regulated by the Commodity Futures Trading Commission; or (iii) held in book-entry form by a Federal Reserve Bank or federal agency
- Any transfer of funds that: (i) is initiated by a telephone communication between you and the Bank; and (ii) does not take place under a telephone bill-payment or other written plan in which periodic or recurring transactions are contemplated
- Certain other transactions that are excluded by Regulation E issued by the U.S. Federal Reserve Board

a. **Disclosures Under the Electronic Fund Transfer Act and Regulation E**. The following disclosures apply to consumer accounts established primarily for personal, family or household purposes. Electronic funds transfers made in relation to a consumer account generally are governed by regulations issued by the Federal Reserve Board of Governors and the Electronic Fund Transfer Act. Similar electronic funds transfers made in relation to a business or commercial account or purpose generally are governed by common law, the Texas Business and Commerce Code and/or applicable federal law, regulation or rule.

b. **Your Liability in Case of Loss, Theft or Unauthorized Transfers**. Tell us at once if you believe your card, card number or PIN, or other device or code utilized to access your account has been lost, stolen or you learned your card, card number of PIN was used by an unauthorized person, or if you believe that an EFT has been made without your permission using information from your check. Telephoning us is the best way to limit your potential losses. You could lose all the money in your account. To report a lost or stolen card, call 1-806-253-2511 immediately so the card can be closed quickly, or write to us at the address provided below for “Contact in Event of Unauthorized Transfer.”

If you tell us within two (2) business days after you learn of the loss or theft of your card, card number or PIN, you can lose no more than $50 for an unauthorized EFT or a series of related unauthorized transfers should someone use your card, card number or PIN without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card, card number or PIN, and we can prove we could have stopped someone from using your card, card number or PIN without your permission if you had told us, you could lose as much as $500.

Also, if your statement shows transfers that you did not make, including those made by card, card number, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Lesser liability may be applicable as stated in the section titled "Zero Liability" Policy for Unauthorized VISA Debit Card Transactions.

You should also note that when you give someone your card, card number or PIN, you are authorizing that person to use your card and you are responsible for all transactions that person performs with your card, card number or PIN. These transactions are authorized transactions. Transactions by a formerly authorized person are considered unauthorized only after you notify us that the person is no longer authorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

c. Contact in Event of Unauthorized Transfer. If you believe your card, card number or PIN has been lost or stolen, call us immediately at 877-888-4782 so the card can be closed quickly, or write to us at: Vista Bank, PO Box 2100, Lubbock, Texas 79408.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

d. Business Days. For purposes of these disclosures, our business days are Monday through Friday. Federal holidays are not included.

e. Transfer Types and Limitations.

- Account access. You may want to use your card to: Withdraw cash from your checking or savings account
- Make deposits to your checking or savings account
- Transfer funds between your checking and savings accounts whenever you request
- Pay for purchases at places that have agreed to accept the card or code
- Pay bills directly from your checking or savings account in the amount on the days you request
- Obtain balance information about your linked checking, savings, Money Market or NOW accounts.

f. Limitations on One-Time Debit Card Transactions and Certain ATM/ITM Transactions.

- You may withdraw up to $500 per day from ATMs/ITMs.
- You may buy up to $1,000.00 worth of goods or services per card per day at VISA merchants and POS terminals (PIN transactions and signature-based transactions combined).
- If you have authorized us to pay overdrafts on ATM/ITM transactions, we may, at our discretion, decline your ATM/ITM withdrawal request if your available account balance is not sufficient to cover the withdrawal, or we may complete the withdrawal and overdraw the account.
- If you have not authorized us to pay overdrafts on ATM/ITM transactions, we will decline your ATM/ITM withdrawal request if your available account balance is not sufficient to cover the withdrawal.
- If you have authorized us to pay overdrafts on your one-time debit card transactions (either signature- or PIN-based), we may, at our discretion, decline your one-time debit card transaction (either signature- or PIN-based) if your available balance is not sufficient to cover the transaction or we may complete the transaction and overdraw the account.
- If you have not authorized us to pay overdrafts on your one-time debit card transactions (either signature- or PIN-based), we will decline your one-time debit card transaction (either signature- or PIN-based) if your available balance is not sufficient to cover the transaction.

The information about your account balance that you receive at an ATM/ITM is your available balance for that business day.

g. Confidentiality. We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers, or

- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

There may be other circumstances under which we will disclose information to third parties about your account or the transfers you make, to comply with applicable law, rule or regulation.

h. Terminal Transfer Receipts. You have the option to get a receipt at the time you make any transfer to or from your account using one of our ATMs/ITMs.

i. Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you may call us at 877-888-4782 to find out whether or not the deposit has been made.

j. Periodic Statements. You will get a monthly account statement (unless there are no transfers in a particular month). In any case you will get the statement at least quarterly.

k. Stop Payment of a Preauthorized Transaction. Please see the Stop Payments section of this Agreement for a thorough overview on stop payments.

If you have told us in advance to make regular payments out of your account, and you want us to stop payment on a regularly scheduled or preauthorized ACH payment that comes out of your account (excluding card transactions), you must contact us at least three (3) business days before the payment is scheduled to be made. Stop payments are not permissible on card transactions.

You may place a stop payment on a regularly scheduled or preauthorized ACH payment in any of the following ways:

In Person: By visiting any of our branch locations.

Telephone: By calling Vista Bank at 877-888-4782

Mail: By mailing your request to:
Vista Bank
Attn: Deposit Operations
PO Box 2100
Lubbock, Texas 79408

If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. For further confirmation, we may mail you a stop payment verification notice. Should we mail you a stop payment verification notice and the information in said notice is NOT correct you must notify us immediately. If you did not request the stop payment be placed on your account, you must notify us immediately. Otherwise, the stop payment will be valid until notice of withdrawal is provided. You will incur stop payment charges as disclosed in the current fee schedule.

l. Notice of Varying Amounts of Preauthorized Payments. If you have arranged to have preauthorized transfers from your account that may vary in amount, the designated payee will tell you, at least ten (10) days before each payment, when it will be and how much it will be. (You may choose instead to receive this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

m. Our Liability for Failure to Stop Payment of Preauthorized Transactions. If you request a stop payment for a preauthorized payment at least three (3) business days before the transfer is scheduled and we fail to stop the payment, we will be liable for your losses or damages.

n. Our Liability for Failure to Complete Transactions. The following description of our liability to you is not meant to be a full explanation of either your or our legal rights or obligations, which may vary, depending on applicable laws. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough available funds in your account to make the transfer;
- If the ATM/ITM where you are making the withdrawal does not have enough cash;
- If the ATM/ITM, terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- If your card, card number or PIN has been reported to be, or suspected of being, lost or stolen, and we have taken action to prevent transfers with the card, card number or PIN;
- If your account is subject to some legal process, right of setoff or encumbrance restricting the transfer;

- If an account becomes dormant, in which case we may eliminate card access to that account.

There may also be other exceptions stated in any of our agreements with you, to the extent permitted by law, or as otherwise permitted by law. For example, we will not be liable for any special, incidental, exemplary, punitive or consequential damages.

o. ATM/ITM Fees. When you use an ATM/ITM not owned by us, you may be charged a fee by the ATM/ITM operator, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

p. In Case of an Error or Question About Your Electronic Transfers. In case of errors or questions about your electronic transfers including ACH, ATM/ITM, POS or signature-based card transaction, notify us as soon as you can by telephone 877-888-4782 or write us at Vista Bank, PO Box 2100, Lubbock, Texas 79408, 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 have sent you or otherwise made available the FIRST statement on which the problem or error appeared. When you call or write us, we will need the following information:

- Tell us your name, account number and, to the best of your knowledge, when the error occurred.
- Describe the error or 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.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within ten (10) business days. 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 give you provisional credit within ten (10) business days for the amount you think is in error, so that you will have 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 provide provisional credit to your account. You agree to cooperate during the investigation and to complete all the necessary claim forms or similar affidavits.

If the alleged error involves a new account, a transfer resulting from a point-of-sale transaction, or a transaction initiated outside a state, territory, or possession of the United States (a foreign-initiated transaction), we may take up to ninety (90) days (instead of 45) to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days (instead of 10) to credit your account for the amount you think is in error.

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 any documents that we used in our investigation.

For the purpose of this section, an account is considered a new account for a period of thirty (30) days from the date of the first deposit to the account.

q. Collection of Returned Item Fees via EFT. If your payment is returned unpaid, you authorize us to make a one-time EFT from your account to collect a fee in the amount stated in our Schedule of Fees.

r. Internet Banking, Mobile Banking and Bill Payment Services. Additional account access terms and limitations on transfers associated with Vista Bank Online Banking, Mobile Banking and bill payment services are set forth in the Electronic and Internet Banking System section of this Agreement and the Vista Bank Bill Payment Services – Terms and Conditions.

62. VISA DEBIT CARD TRANSACTIONS

Federal law or regulation may limit your liability for unauthorized transactions processed through the VISA network (such as a signature-based transaction when using a personal VISA debit card without use of your PIN) and the liability limits differ from those set forth above, but you may still be liable in some circumstances.

a. VISA Debit Card Transactions. Under VISA's Zero Liability policy (as may be modified by VISA), you may not be held responsible for unauthorized purchases using your VISA card, provided the following conditions are met:

- you exercised reasonable care in safeguarding your card from risk of loss or theft; and
- upon becoming aware, you promptly reported the loss or theft to us;
- reasonable time will be determined at our sole discretion based on circumstances

To the extent permitted by law, we may reasonably determine that you failed to exercise reasonable care in safeguarding your card from risk of loss or theft if you do not report one or more unauthorized card transactions to us within sixty (60) days of the date when the statement reflecting the transaction(s) was sent or otherwise made available to you. Zero Liability does not apply to the following VISA payment cards: commercial cards, unregistered prepaid cards or gift cards, except for VISA commercial cards used for small businesses as identified by VISA.

Provided further that:

- The zero-liability policy applies to electronic funds transfers or transfers on the account involving use of a card or card number and made in a store, over the telephone, online, or via a mobile device and ATM/ITM transactions but does not apply to unauthorized electronic fund transfer or transfers which do not involve the use of a card or card number or debit PIN transactions not processed by VISA.
- We consider a transaction unauthorized if it is initiated by someone other than you (the cardholder) without your actual or apparent authority.
- A transaction is not considered "unauthorized" if you furnish the card, card number or other identifying information to another person and expressly or implicitly give that individual authority to perform one or more transactions, and the person then exceeds that authority, or for any other reason we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use.

b. Cardholder Responsibility. You must have (or open) a Vista Bank checking or savings account to be eligible for Vista Bank VISA Debit Card. You may visit a customer service representative at any of our convenient locations to request a card. You will provide a personal identification number (PIN) that will be used to perform withdrawal and debit (POS) transactions. You may also request a card by calling us. The card will be mailed to your address on file, and you will set your PIN when activating the card. You agree to use your card only in the manner and for the purpose described in this Agreement. If you attempt to use your card in any other manner or for any other purpose, we may decline the transaction or at our sole discretion, we may complete it without incurring any obligation to honor the same type of transaction on future occasions. You must sign the back of the card immediately. You will take reasonable precautions to prevent unauthorized use of your card or disclosure of your PIN. If you have overdrawn your account in connection with a transaction, you must promptly repay us. You agree not to use or attempt to use an expired, revoked or otherwise invalid card. Before using your card, you need to activate it in one of the following ways:

- Call the toll-free number on the sticker attached to the front of the card; or
- Perform a transaction at any ATM/ITM or POS merchant terminal, using the four-digit PIN you selected for the card.

Remember, do not write your PIN on your card or carry the PIN with you. This reduces the possibility of someone using your card without your permission if it is lost or stolen. You may change your PIN by calling customer service at 1- 866-633-5293 or by bringing the card into one of our branches.

c. PINless Debit Transactions. Your Vista Bank Debit Card allows you to conduct transactions on the NYCE and Cirrus debit networks, which will generally require you to enter your PIN. Various merchants are authorized to accept debit transactions without requiring you to enter your PIN; these transactions are called "PINless debit transactions.

d. Card Use and Limitations. In addition to the Disclosures under the Electronic Fund Transfer Act and Regulation E, and Other Disclosures above, by using your card you understand and agree to the following with regard to Point-of-Sale and Signature-Based Purchases with your Card:

You may use your card and PIN to pay for goods and services and to receive cash back from the transaction at retail locations that accept ATM/ITM cards. The merchant may limit the amount of cash back. In addition, you can also use your card to make purchases as "credit" at merchants that display the VISA logo. You may be asked to sign a sales slip, withdrawal slip or some other type of document, or just provide your card number.

Each time you use your card to purchase goods or services or to obtain cash at a merchant, you authorize us to deduct the amount of the transaction, including any fees, from your deposit account. If the merchants terminal allows you to choose debit (you use your PIN) or credit (you do not use your PIN), the amount of the transaction is deducted from your deposit account. It is not a credit card transaction and your card is not a credit card.

e. Temporary Debit Card Holds. When you use a debit card for a purchase, the merchant will send your card number and the purchase amount to the Bank for an approval or authorization. This authorization generally confirms that an account is open and the purchase amount is available. For such purchases, we have the right to place a temporary hold on your account in an amount equal to this authorization amount received, and the funds for the purchase amount are then deducted from the available balance. When the Bank receives the actual transaction from the merchant, the hold amount is released and the transaction is presented for payment against the account in our stated Order of Payment. If the transaction has not been received by us within two (2) business days for most in-person transactions or up to seven (7) business days for certain internet transactions as defined by the card networks, the hold expires, and the available balance will increase by that amount. The merchant may still settle a transaction after the hold expires and we will honor the transaction. There are times, for example, at restaurants, for gas purchases, car rentals or hotels, that merchants won't know the exact amount of your purchase when they request the authorization. This means the authorization could be for an amount higher or lower than your actual purchase amount. Keep this in mind, because it could temporarily affect your available balance if your hold amount is different than your actual purchase amount. Therefore, it is extremely important that you are diligent about recording the actual transaction amount in your records. Once the merchant sends the transaction and it posts on your account, you can view the transaction through Online Banking, or Mobile Banking if the account is enrolled in Mobile Banking.

Your available balance is immediately affected by authorizations we provide merchants, and we pay items presented based on your available balance and in accordance with our stated Order of Payment.

f. Refunds and Stop Payments. You do not receive cash refunds for returns of merchandise or services purchased using your card. When a merchant gives you a refund for a purchase made using your card, the refund is made giving credit to the card. This credit will appear on your account. You may not place a stop payment on any POS, ATM/ITM or debit card transaction. You must settle any disputes you have about goods and services you purchase using your card directly with the merchant.

g. Recurring Preauthorized Payments. If you give a merchant your debit card number for the purpose of billing you for recurring payments, you should notify the merchant if your card number and/or expiration date changes. We provide information to the VISA Automatic Biller service. Participating merchants may receive the updated card information. Not all merchants subscribe to the VISA Automatic Biller services, so we recommend that you notify each merchant of any changes to your card number and/or expiration date to ensure your automatic payments continue uninterrupted. In cases of reported fraud on your card, we will not provide your updated card information to the VISA Automatic Biller service. If you want to revoke authority for all future preauthorized payments from a particular merchant, or if your account linked to the card is closed, you should contact the merchant and tell the merchant to cancel the preauthorized payment.

h. Foreign Transactions. If you purchase goods or services or obtain cash from an ATM/ITM with your card in a currency other than US Dollars, the card network will convert the charge into a US dollar amount from your account. The conversion rate on the processing date may differ from the rate on the date of your transaction. The currency conversion exchange rate is a rate selected by the card network from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate the card network itself receives or the government–mandated rate in effect for the applicable central processing date.

i. Dollar Amount Limits on Transactions. Our standard daily withdrawal limits for Vista Bank VISA Debit Card and ATM/ITM cash withdrawals, merchant purchases with a PIN and merchant signature-based transactions are set forth in the Disclosures under the Electronic Fund Transfer Act and Regulation E section above.

For the purpose of the daily limit, a "day" is generally defined as the 24-hour period beginning at midnight.

At our discretion, we may establish a higher or lower daily withdrawal limit based upon your account type, account behavior or your total deposit relationship. In addition, upon your request, we may establish a higher or lower daily withdrawal limit for a temporary period. If we agree to establish a higher or lower limit for a temporary period, your limit will default to the above standard daily limit at the end of the temporary period.

If we have not established another limit for you, the standard daily limits will apply.

j. Documentation of Transfers and Transactions. At the time you conduct an ATM/ITM transaction, POS transaction or a "credit" debit card transaction, you can receive a written receipt, or for certain merchant transactions on your election, an electronic receipt sent via email or text message, showing the following information:

- Amount
- Date
- Type of transaction
- Merchant name (if applicable)
- Identity of account
- ATM/ITM code number or the point-of sale terminal code number

We do not offer ATM/ITM cards. All our cards will work without a PIN (via signature).

k. Our Rights to Cancel or Block Your Card. We may decide not to issue or renew a card and we may cancel or suspend your card privileges without cause or notice, other than that required by federal or state law. Your card remains our property and we may repossess it at any time. If we cancel your cardholder privileges, you must surrender the card to us upon demand or upon notice of cancellation. If the card is used other than as permitted by this Agreement, we may at our option and without waiving any rights, complete the transactions and debit or credit your account accordingly. The cancellation of card privileges does not affect other terms of your account. If we reinstate your card privileges, the terms and conditions of this Agreement applicable to your card are also automatically reinstated. If the card we send you is returned undelivered, we may restrict use of any card with the same numbers or we may close the card for your protection. If you have not used your card to conduct a transaction within the last twelve (12) months, we may close and cancel your card without any notice to you.

l. Card Fees. If your card is lost or stolen, you may have the card replaced for a $6 fee. If you use a foreign ATM/ITM (an ATM/ITM that is not owned by Vista Bank) you may incur a surcharge fee by the bank that owns that machine. This fee can range from $1 up to $5, or more.

63. ATM/ITM SECURITY DISCLOSURE

a. Security at Walk-up and Drive-up ATMs/ITMs

- Observe your surroundings before, during and after using an ATM/ITM. Observe the entire area from the safety of your car before getting out of your vehicle or using the drive-up ATM/ITM. If you see anyone or anything suspicious, leave the area at once.
- If an ATM/ITM is obstructed from view or poorly lit, go to another ATM/ITM. Report the problem to the financial institution operating the ATM/ITM.
- While waiting in line for the drive-up ATM/ITM, keep your engine running, doors locked and windows up. Leave enough room between cars to allow for a quick exit if necessary.
- At walk-up ATMs/ITMs, park as closely as possible to the terminal.
- When possible, take a companion along when using an ATM/ITM, especially at night.
- Minimize time spent at the ATM/ITM by having your card out and ready to use. If the ATM/ITM is in use, give the person using the terminal the same privacy you expect. Allow them to move away from the ATM/ITM before you approach the terminal.
- When conducting your transaction, stand in front of the ATM/ITM to keep your PIN and transaction amount from public view. Upon completing your transaction, make sure that the terminal reflects that the transaction is complete, and take your money, card and receipt and move away from the terminal.
- If an ATM/ITM appears to have been altered or otherwise appears unusual, do not use it.
- If you suspect that an ATM/ITM is not functioning properly, cancel your transaction, remove your card from the terminal and go to another ATM/ITM.
- If you see anyone or anything suspicious while conducting a transaction, cancel your transaction, remove your card from the terminal and leave immediately.

b. Keeping your Card Secure

- Keep your card in a safe place. Store your card in a card sleeve to protect the card's magnetic stripe and to ensure the card functions properly.
- Protect your card just as you would cash, checks or a credit card.
- Keep your personal identification number (PIN) a secret. Your card only works at an ATM/ITM with your PIN. Memorize your PIN and never write it on your card or store it with the card. Never tell your PIN to anyone or let anyone else enter your PIN for you.
- Take your ATM/ITM receipt with you. Do not leave it at or near the ATM/ITM.
- Do not give out any information about your card over the telephone. No one needs to know your PIN - not even your financial institution.
- Report a lost or stolen card immediately. Even though your ATM/ITM card cannot be used without your PIN, promptly report a stolen card and you will be issued another card.
- Change your PIN from time to time, and always use a unique PIN and not one based on a number that can be easily determined. You may change your PIN by calling 1-866-633-5293 or by bringing the card into one of our branches.
- Check your receipts against your monthly statement to guard against ATM/ITM fraud. You get a receipt every time you make an ATM/ITM transaction. Verify each transaction by checking the receipts against your monthly account statements.

64. E-STATEMENTS

If you have requested, through "The System" (which required you to log in) to have eStatements made available to you, you affirmatively consent and agree to permit the Bank to make your statements, disclosures and notices that we are required to provide to you under applicable federal and state statutes and their implementing regulations, as amended from time to time, available to you electronically, in lieu of paper statements, disclosures or notices, through the System ("eAccess"). You understand that, when your statement, disclosure or notice is ready to be viewed through the System, we will send an email notification to your primary designated email address that your periodic account statement, disclosure or notice is available to be viewed through the System. You may access your statements, notices and disclosures by logging in to the System and selecting the appropriate links.

You understand that such eAccess is governed by the E-Sign disclosure contained in the deposit agreement(s) for your account. To request a paper copy of any electronic statement, disclosure or notice provided pursuant to this consent, mail or fax your request to the address or fax number at the end of this disclosure. You may also visit any of our branch locations and speak with one of our customer service representatives for assistance. See Miscellaneous Fees section within this Agreement for applicable research fees.

We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in electronically delivered statements and notices. You understand that these industry standards are dynamic and constantly developing. By requesting, through Online Banking (which required you to log in) or by signing the Enrollment Form, to have eStatements made available to you, you acknowledge and understand that there are risks that are associated with electronic access to statements and notices including, but not limited to, delay or failure of delivery due to technical difficulties, weather conditions, and matters beyond our reasonable control. You have considered the historical and potential future content of your account statement(s) and notices and the risks associated with electronic access of account statements in choosing eAccess. You agree that by following our normal security measures and procedures for maintaining security and confidentiality, we will have acted in good faith and exercised ordinary care. If, in the future, you conclude that our security procedures cease to be reasonable, you must contact us to terminate eAccess through the System or you may mail your request to the address at the end of this disclosure. You may also visit any of our branch locations and speak with one of our customer service representatives for assistance.

a. eStatement Specifications. If you have questions about whether these additional requirements apply to you, please contact one of our customer service representatives in person at any branch location or call 877-888-4782.

You understand that it is your responsibility to ensure that your email address(es) on file with the Bank are accurate, and you agree to notify us promptly of any change in your designated email address(es) via one of the following methods: within the System, branch visit, or by mail to the address at the end of this disclosure. For your protection and for security purposes, we will not accept any change of email address notices via email.

If you have not notified us in writing of any change to your email address(es), you agree that we may rely on the email address(es) on file with us, and your failure to provide us with a good email address is a lack of ordinary care on your part. If we attempt to send you an eAccess notification email to your designated email address and it is returned undeliverable twice, we will discontinue sending you email notifications until you provide us with your correct email address. Please note that this will not affect the availability of your eStatement(s), disclosures or notices, which will continue to be available to you when you log in to the System.

Your email address may be changed using the procedure described above by any authorized signatory to your account. The Bank shall have no obligation or liability to any of the owners of a multiple-party account if the email address(es) is or are changed using the procedures set forth above.

You agree that the Bank has no control over the persons who have access to your personal computer or device and your password once in your possession. The Bank will not be liable for any third-party access to your personal computer or device using your password or for any losses you incur as a result thereof. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your personal computer or device or unauthorized use of your password.

We disclaim any and all implied warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. If you believe that someone has obtained access to your eStatements, disclosures or notices without your permission, contact us at the address or telephone numbers at the end of this disclosure. Notwithstanding any provisions to the contrary contained in this Agreement, we shall be responsible only for performing the eStatement services as expressly provided for in this Agreement.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE SHALL BE LIABLE ONLY FOR ACTUAL LOSSES WHICH ARE THE DIRECT RESULT OF OUR OWN GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT IN PERFORMING THESE SERVICES. IN ADDITION TO HAVING NO LIABILITY FOR UNAUTHORIZED ACCESS TO YOUR PERSONAL COMPUTER OR DEVICE, WE SHALL HAVE NO LIABILITY FOR FAILURE TO PERFORM ANY eSTATEMENT SERVICES OR FOR ANY DISRUPTION OR DELAY IN PERFORMING SAID SERVICES IN THE EVENT SUCH FAILURE, DISRUPTION OR DELAY IS DUE TO CIRCUMSTANCES

BEYOND OUR REASONABLE CONTROL (INCLUDING, BUT NOT LIMITED TO, FAILURE OR DISRUPTION OF ELECTRONIC POWER, COMPUTER EQUIPMENT, TELECOMMUNICATIONS SYSTEMS, YOUR ISP OR WEATHER CONDITIONS). WE SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES OR INDIRECT LOSS UNDER ANY CIRCUMSTANCES.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS VISTA BANK AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR CONTRACTORS, FROM AND AGAINST ALL CLAIMS, SUITS, CAUSES, ACTIONS, LOSSES, COSTS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THESE eSTATEMENT SERVICES IF WE ACT IN GOOD FAITH AND WITH ORDINARY CARE. You agree that this indemnification shall survive the termination of this Agreement.

b. eStatement Termination. Subject to our rights set forth below, eAccess shall remain in full force and effect until it is terminated by you upon thirty (30) days prior written notice to us. Please mail or fax requests to the address or fax number at the end of this disclosure. You may also visit any of our branch locations and speak to one of our customer service representatives for assistance. We have the right to terminate eAccess immediately, with or without cause. If we terminate eAccess for any reason, such termination shall be effective on the effective date specified in a written notice mailed to you, and not on the date when the notice is mailed or received. We will not charge you any fees to cancel eAccess, however, certain statement fees may apply pursuant to our current fee schedule.

Address and Phone Number for Changes and Termination:

Vista Bank
PO Box 2100
Lubbock, Texas 79408
Phone: 877-888-4782

65. UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT DISCLOSURE

You understand and agree that Vista Bank strictly prohibits the use of any account to conduct any transaction of any sort that is related, whether directly or indirectly, to unlawful Internet gambling. As used in this Agreement, "unlawful Internet gambling" shall have the meaning set forth in the Unlawful Internet Gambling Enforcement Act of 2006, and Regulation GG. You may not use your account or related services to conduct any unlawful Internet gambling transaction or activity, including without limitation to deposit any funds in connection with unlawful Internet gambling. Restricted transactions, including acceptance of credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling, are prohibited from being processed through your account or relationship with us. You agree to indemnify, defend and hold us harmless from every claim, suit, cause, action, proceeding, loss, cost, damages, liabilities and expense (including without limitation attorneys' fees) arising out of or in any way connected with, or suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or ours) when purportedly caused by, or arising out of, your action or inaction in relation to any purported or alleged unlawful Internet gambling. This will apply whether or not such action or inaction is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority of any action taken by the U.S. or foreign government entity prior to acceding to any legal process initiated by it.

Please note that your agreement to comply with applicable laws and regulations includes United States economic sanctions laws and regulations, including regulations issued by the Office of Foreign Assets Control.

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SCHEDULE OF FEES FOLLOWS.

SCHEDULE OF FEES

Account Research: $20.00/hour (one hour minimum)
Per item copied $1.00

TeleBank-24-hour bank by phone: No Charge
Stop Payment Fee: $35.00
Automatic Transfer Fee: $5.00 per transaction
Returned Deposited Item Charge: $5.00
Cut-Off Statement of Account: $5.00
Statement Mailing Fee: $2.00
Temporary Checks: $0.25 per check

Early Closing Fee: $25.00
- (Account closed within 90 days of opening)

Reconcilement Assistance: $20.00/hour

Inactivity Fee: A $10.00 fee will be assessed each month when your account is inactive. Inactive accounts are those that have had no customer-initiated deposit or withdrawal for a period of six months.

Overdraft Fee / Returned Check Fee: $35.00 per item.
Overdrafts and Returned Checks may be created by check, in person withdrawal, ATM/ITM withdrawal, or other electronic means.

Levy/Garnishment Fee: $100.00

VISA Check Card Replacement: $6.00
- Expedited Delivery**:** $25.00

Deposit or Check Image Copy: $2.00

Online Bill Payment: No Charge

Wire Fees
- Incoming Wire Fee (Domestic)**:** $10.00
- Outgoing Wire Fee (Domestic)**:** $15.00
- Incoming Wire Fee (International)**:** $10.00
- Outgoing Wire Fee (International)**:** $50.00

Cashier's Check: $5.00
Cashier's Check Stop Payment Fee: $25.00
Coin Rolling: $20.00 per hour/$5.00 minimum
Collection Fee: $10.00 per item
Gift Card: $2.95
Local Fax: $1.00 per page sent
Long Distance Fax: $2.00 per page sent
Photocopies: $0.30 per copy

Vista Bank
PEOPLE FIRST SINCE 1912.

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