

INTERNET BANKING AGREEMENT

The first time you access your accounts through Internet Banking, you agree to be bound by the terms and conditions of this Internet Banking Agreement ("Agreement") and acknowledge its receipt and your understanding of its terms.

Introduction

This Agreement explains the terms and conditions for accessing accounts and conducting transactions at Peoples Bank ("Institution", "we", "us" and "our") via our on-line Internet Banking site(s) ("Internet Banking"). As used in this Agreement, the terms "you" and "your" refer to each person signing an Internet Banking Application.

Benefits of Internet Banking. Through Internet Banking, you can manage eligible accounts from your home or office on a personal computer. Internet Banking can be used to conduct any of the following "On-line Financial Services":

Obtain balances and transaction histories on all eligible accounts enrolled in Internet Banking (All account balances and transaction histories reflect activity through the close of the previous banking day);

Transfer money between eligible accounts (The number of transfers you can make from account is limited as described in the applicable account agreement. In addition, if a hold is placed on any funds deposited in an eligible account, you may not transfer the portion of funds being held until that hold expires); transfer money to pay Institution for overdraft protection, consumer loans, home equity loans, or certain other eligible loans; and pay bills to any merchant, financial institution or an individual with a U.S. address.

Institution may, from time to time, introduce new On-line Financial Services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

Security & Protecting Your Account

We are strongly committed to protecting the security and confidentiality of our customer accounts information. We use several techniques to help secure our Internet Banking service, including the following:

- You can only access Institution with certain browsers that have a high security standard.
- You must have a valid Company ID, User ID and password to logon.
- If no action is taken for 20 minutes, you will be automatically logged off the Internet Banking service.
- Additional security measures will be added as the industry advances.

Requirements

We support the current and prior major releases of Microsoft® Internet Explorer® 11, Microsoft Edge, Google® Chrome™, Mozilla® Firefox®, Apple® Safari®.

In addition to a compatible software, you must have a Company ID, User ID, and password and maintain one or more active accounts with Peoples Bank.

Password

Your password will give you access to Institution accounts via Internet Banking. Institution is entitled to act on

any instructions it receives using your password. For security purposes, it is recommended that you memorize your password and do not write it down. We also recommend that you change your password regularly to try and avoid misappropriation by a third party. Your password can be changed at our Internet Banking site. You are responsible for keeping your password and account data confidential. When you give someone your password, you are authorizing that person to use Internet Banking and the On-line Financial Services. You are responsible for all transactions performed using your password, even if you did not intend or authorize them. In addition, fraudulent transactions initiated using your password will be charged against your account(s).

Accessibility

You can usually access On-line Financial Services seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of Internet Banking or On-line Financial Services may not be available due to system maintenance or reasons beyond Institution's control. Institution does not warrant that Internet Banking or On-line Financial Services will be available at all times. When unavailable, you may use an automated teller machine ("ATM") or an Institution branch office to conduct your transactions. An On-line Financial Service transaction initiated prior to 6:30 PM (Central Time) on a banking day is posted to your account the same business day. All transfers completed after 6:30 PM (Central Time), or on a non-banking day, will be posted the following banking day.

Restrictions

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using the Internet Banking or On-line Financial Services. You may not gain, or attempt to gain, access to any Internet Banking and/or On-line Financial Service server, network or data not specifically permitted to you by Institution or its suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with Institution or its suppliers.

Bill Payment Service

The Bill Payment service allows you to schedule bill payments through Internet Banking. Institution does not provide the service directly. Instead, Institution entered into an agreement with a bill payment provider to provide the bill payment services directly to you. Subject to any regulatory or Institution-imposed limitations on usage, you can arrange, at your option, for the payment of your current, future and recurring bills from a checking account or a money market checking account. There is no limit to the number of payments that may be authorized and you may pay any merchant or individual approved by the bill payment provider. While payments are initiated by you electronically, they are ultimately paid via an automated clearinghouse (ACH) network or by a paper check. Payments delivered over an ACH network are governed by the rules and performance standards of that network.

By furnishing the names of your payees/merchants and their addresses, you authorize Institution and its bill payment provider to follow the payment instructions you provide for those payees/merchants. When payment instructions are received, funds will be remitted from the selected account, to the appropriate payee on your behalf on the day that you request ("Payment Date"). However, there is no obligation to make requested payments unless your account and/or overdraft protection plan has sufficient funds or credit availability to pay the bill as of the Payment Date. Funds for bill payments will be withdrawn from your account on the applicable Payment Date. A bill payment account ("Bill Payment Account"), separate from any account you hold at Institution, is established at the Bill Payment provider. This prevents you from initiating any additional payments through the Bill Payment Account or from having any recurring or future dated payments made until the original return item has been paid. You may stop or change any scheduled payment, but you must do so by no later than 2:00 PM central time on the Payment Date. The bill payment provider is obligated to pay any late fees incurred by you because of late payments so long as you allow five (5) business days for payments by check and at least three (3) business days for electronic payments.

Institution and its Bill Payment provider reserve the right, at their discretion, to implement security features to reduce risk of loss. These may include requiring pre-authorized drafts, verifying funds through an ATM network, and separating debits from credits so that payments are not sent until after good funds are received. Institution and its Bill Payment provider also reserve the right to terminate your use of Bill Payment services at any time.

If, for any reason, you should ever wish to cancel Internet Banking, we strongly suggest that you cancel all future bill payments at the same time. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete any outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your Bill Payment service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

Responsibility

Neither Institution nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibit withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Internet Banking or On-line Financial Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Internet Banking or On-line Financial Services; (ix) you knew that Internet Banking and/or the On-line Financial Services were not operating properly at the time you initiated the transaction or payment; (x) there is postal delay; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

The monthly Bill Payment fee covers service for the prior month and is effective upon your enrollment in the Bill Payment service. The monthly Bill Payment fee will be charged to your payment account at Institution regardless of whether or not any bill payments are made during the applicable month. Unless otherwise specifically indicated, all fees shall be deducted automatically on a monthly basis from a payment account you designate at Institution. In the event your payment account has insufficient funds to cover any fees, Institution may deduct the fees from any other account you have at Institution in any order it chooses. If you close the designated payment account, you must notify Institution and identify a new payment account for the selected On-line Financial Services. Additionally, if you close all Institution accounts, you must notify Institution and cease all use of the On-line Financial Services. If fees cannot be collected from any of your accounts, Institution may cancel all or some of your On-line Financial Services. After cancellation, Institution may reinstate some or all of the On-line Financial Services, at its discretion, if you deposit sufficient funds in your account(s) to cover any accrued fees and pending transfers or debits. You are solely responsible for any telephone or internet service provider charges incurred when using the On-line Financial Services.

Unauthorized Transactions

You should notify us immediately if you believe anyone has improperly obtained your PIN or if you suspect any fraudulent activity in your account(s). If your PIN has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than \$50. If you do not tell us within the two (2) business day period, you could lose as much as \$500 if we could have stopped the use of your accounts had we received notice in a timely manner. You should contact us, or the bill payment provider, as applicable, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days). If you fail to notify us within the sixty (60) day period, you may not recover any of the money you lost if we can establish that the loss could have been avoided had you notified us on time.

We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

When you report a problem or discrepancy, please: (i) tell us your name and account number; (ii) describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need; (iii) tell us the dollar amount of any suspected error; and (iv) for a bill payment, tell us the number of the account used to pay the bill, the applicable payee name and account number, the date the payment was sent, the payment amount and the payment reference number. Generally speaking, we will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, after we hear from you. However, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. In this case, we may provisionally credit your account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within ten (10) business days of a request from us to do so, we reserve the right to not credit your account. If we confirm an error, we will correct your account record within ten (10) business days, or twenty (20) business days in the case of point of sale or international transaction. If we determine that there was no error, we will send you a written explanation within three (3) business days after we conclude our investigation and will debit any interim amounts credited to your account. You may request copies of any documents that we use in our investigation.

Electronic Mail (E-mail)

Sending E-mail is a very good way to communicate with Institution regarding your accounts or the On-line Financial Services. However, your e-mail is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail to Institution. You cannot use e-mail to initiate On-line Financial Service transactions. All such transactions must be initiated using the appropriate functions within the Internet Banking site. Institution will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

Disclosure of Information

Information submitted to Institution or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by Institution or prohibited by law.

Links to other Sites

Information that Institution publishes on the World Wide Web may contain links to other sites and third parties may establish links to Institution's site. Institution makes no representations about any other web site that you may access to, from or through this site. Unless expressly stated in writing, Institution does not endorse the products or services offered by any company or person linked to this site nor is Institution responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

Virus Protection

Institution is not responsible for any electronic virus that you may encounter using the On-line Fund Services. We encourage you to routinely scan your computer and diskettes using reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

Damages and Warranties

In addition to the terms previously disclosed, Institution is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Internet Banking or the use of the On-line Financial Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Institution or one of its suppliers. In addition, Institution disclaims any responsibility for any electronic virus (es) Customer may encounter after installation of such software or use of Internet Banking or the On-line Financial Services. Without limiting the foregoing, neither Institution nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. Institution and its suppliers provide Internet Banking and the On-line Financial Services from their own sites and they make no representation or warranty that any information, material or functions included in Internet Banking or the On-line Financial Services are appropriate for use by you in your jurisdiction. If you choose to use Internet Banking and/or the On-line Financial Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Institution nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Internet Banking, the On-line Financial Services, or contained in any third party sites linked to or from Institution's web site. INSTITUTION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF INTERNET BANKING, ON-LINE FINANCIAL SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. INSTITUTION DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

Indemnification

Customer shall indemnify, defend and hold harmless Institution and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with applicable law; or (iii) Customer's failure to comply with the terms of this Agreement.

Additional Remedies

Due to the likelihood of irreparable injury, Institution shall be entitled to an injunction prohibiting any breach of this Agreement by Customer.

Termination and Changes in Terms

Institution reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, we will notify you by: 1) electronic mail; 2) physical mail at the address shown in our records; and/or 3) update of our web site.

Applicable Rules, Laws, and Regulations

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Texas, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Pinellas County, Florida, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

Assignment

Institution may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

Integration

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and Institution.

Severability

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Institution, this Agreement will control.

Waiver

Institution shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Institution of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

Force Majeure

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

Construction

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

FIS DIRECTLINK MERCHANT AND FXD – CONSUMER REMOTE DEPOSIT SERVICES

DirectLink Merchant: A Remote Deposit Capture solution, allowing customers to scan deposit checks at the customer's place of business.

FXD Consumer Remote Deposit Services: Allows consumers or small businesses to Remote Deposit Capture using a Mobile device or flatbed scanner. The web-based application provides risk controls and reporting for the institution to monitor deposit activity. The application is integrated with FIS Consumer and Business Mobile Banking applications for mobile deposit feature.

This Agreement contains the terms and conditions for the use of Remote Teller services that Peoples Bank may provide to you (“you,” or “User”). Other agreements you have entered into with Peoples Bank, including the Depository Agreement and Disclosures governing your Peoples Bank account, are incorporated by reference and made a part of this Agreement.

1. **Services.** The Remote Teller remote deposit capture services (“Services”) are designed to allow you to make deposits to your Checking, Savings, Now or Money Market accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to Peoples Bank or Peoples Bank’s designated processor. There is currently no charge for the Services. However, you must qualify for the product by meeting a minimum of deposit items per month.

2. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change by mail, statement stuffer, e-mail or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, Peoples Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

3. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

4. **Eligible items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to Peoples Bank shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Texas. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than you alone.
- b. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- c. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- d. Checks or items previously converted to a substitute check, as defined in Reg CC.
- e. Checks or items drawn on a financial institution located outside the United States.
- f. Checks or items that are remotely created checks, as defined in Reg CC.
- g. Checks or items not payable in United States currency.
- h. Checks or items dated more than 6 months prior to the date of deposit.
- i. Checks or items prohibited by Peoples Bank’s current procedures relating to the Services or which are otherwise not acceptable under the terms of your Peoples Bank account. These currently include Money Orders, Travelers Checks and Credit Card Advance Checks

5. **Image Quality.** The image of an item transmitted to Peoples Bank using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

6. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as “For deposit only, Peoples Bank account #” or as otherwise instructed by Peoples Bank. You agree to follow any and all other procedures and instructions for use of the Services as Peoples Bank may establish from time to time.

7. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped

during transmission. An image of an item shall be deemed received when you receive a confirmation from Peoples Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

8. Availability of Funds. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Services will be available the next business day. Peoples Bank may make such funds available later based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Peoples Bank, in its sole discretion, deems relevant.

9. Disposal of Transmitted Items. Upon your receipt of a confirmation from Peoples Bank that we have received the image of an item, you agree to prominently mark the item as “Electronically Presented” or “VOID” and retain the item for a period of 45 days and to properly dispose of the item after this period to ensure that it is not represented for payment. You agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Peoples Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Peoples Bank’s audit purposes.

10. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time.

11. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Peoples Bank from time to time. See peoplesbanktexas.com for current hardware and software specifications. Peoples Bank is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

12. Errors. You agree to notify Peoples Bank of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable account statement is sent. Unless you notify Peoples Bank within 60 days of such statement, all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Peoples Bank for such alleged error.

13. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be at Peoples Bank’s sole discretion subject to the Depository Agreement and Disclosures governing your account.

14. Ownership & License. You agree that Peoples Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) for any purpose which would be contrary to Peoples Bank’s business interest, or (ii) to Peoples Bank’s actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

15. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

16. **LIMITATION OF LIABILITY.** YOU AGREE THAT PEOPLES BANK WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF PEOPLES BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

17. **User warranties and indemnification.** You warrant to Peoples Bank that:

- a. You will only transmit eligible items
- b. Images will meet the image quality stand
- c. You will not transmit duplicate items
- d. You will not deposit or re-present the original item
- e. All information you provide to Peoples Bank is accurate and true
- f. You will comply with this Agreement and all applicable rules, laws and regulations
- g. You agree to indemnify and hold harmless Peoples Bank from any loss for breach of this warranty provision

18. Other terms. In order for items to post to your account, Peoples Bank must receive the deposited item(s) before 6:00 p.m. on a business day. Deposits received after 6:00 p.m., or on a day that is not a business day, will be processed and posted to your account the next business day. Business days exclude weekends and holidays when the bank is closed. You may not assign this Agreement. This Agreement is entered into in Lubbock, Texas, and shall be governed by the laws of the State of Texas and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

ELECTRONIC STATEMENT(S)/NOTICE(S) DELIVERY TERMS AND CONDITIONS

This agreement is made between you and Peoples Bank and provides your request and consent to receive statements and notices for your demand deposit account(s) by electronic delivery. These electronic statements and notices are called "eDocs".

By enrolling for eDocs, you are electing to receive your statement by email. Once enrolled, you will receive your next statement by U.S. mail AND by email; and from then on, you will only receive your statement by email. Although you are opting out from receiving your statement(s)/notice(s) by U.S. mail, you have the option to receive a paper statement, at any time, by request.

There are currently no service charge fees for the use of eDocs. However, you agree that Peoples Bank has the right to institute or change the fees for eDocs upon ten days prior written notice to you. In addition, Peoples Bank has the right to amend these terms and conditions from time to time providing you with written notice of the amended terms and conditions.

You agree to waive and release any claims against Peoples Bank arising out of or that may in any way be related to the use of eDocs, except for those claims resulting solely from the negligent acts or omissions of the Bank. You agree that you are solely responsible for any loss due to use of eDocs by you, any authorized user, or any unauthorized user or recipient who gains access to eDocs through your computer or information obtained directly or indirectly from you.

You must be a Peoples Bank Online customer to enroll for eDocs and have at least one Peoples Bank demand deposit account. Adobe Acrobat Reader® version 6.0 or higher is required to open and view your statement(s)/notice(s)*. To download the latest version of Adobe Acrobat Reader®, [click here](#). We also recommend that you use the latest browser version available that supports 128 bit SSL Encryption.

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other countries. THIS PRODUCT IS NOT ENDORSED OR SPONSORED BY ADOBE SYSTEMS INCORPORATED, PUBLISHER OF ACROBAT READER.

You will need email access with at least 1MB of free space to receive your statement(s)/notice(s). Your statement(s)/notice(s) will be sent to the email address that's on file with Peoples Bank Consumer E Banking (CeB). It is your responsibility to keep your email address updated on CeB. You have the option to have your statement(s)/notice(s) emailed to three additional recipients. It is your responsibility to maintain the ID, Password, and email addresses for these additional recipients.

With eDocs, you receive next day delivery of your statement(s)/notice(s). The delivery method used is a 'Push' method meaning your statement(s)/notice(s) are emailed to you as a secure .pdf (Portable Document Format) attachment.

Statement(s)/notice(s) are sent as a "shell" .pdf without customer data. Once the user logs into eDocs, the ID and Password are authenticated and the data fills the PDF document. The data included in the statement(s)/notice(s) is streamed via a secure 128-bit SSL encryption.

Your User ID and Password are your keys to eDocs. It takes both identification keys to gain access. No one representing Peoples Bank will ask for your Password. You should never give your Password to anyone who asks for it in an email or by phone or anyone else who you do not want to have access to your account.

Statement(s)/Notice(s) can be printed or saved to a file on your computer for easy storage. The past six months' statement(s)/notice(s) will be available on Peoples Bank CeB for your convenience.

You have the option to receive check images with your electronic statement.