

Consumer Internet Banking and Bill Payment Online Access Agreement

You agree that any information or disclosures or notices supplemental to or under this Agreement or by law or regulation or any amendments to this Agreement may be sent to you by electronic communication, including by E-mail to you or by posting on Legend Bank's website at www.legend-bank.com.

The Legend Bank website is not currently targeted or marketed to children. When applicant accepts this agreement, they acknowledge they are over the age of 18. If they are under the age of 18 and still wish to apply, they must visit the physical location of the bank accompanied by a parent or guardian.

I. Introduction

This Online Access Agreement for accessing your accounts via Legend Bank's Internet Banking explains the terms and conditions governing the following online services: banking, Bill Payment and other banking services offered through Legend Bank's Internet Banking. The accounts that may be accessed via the Internet include only accounts maintained with Legend Bank. By using Legend Bank's Internet Banking you agree to abide by the terms and conditions of this Online Access Agreement. Legend Bank's Internet Banking will be governed by and interpreted in accordance with all applicable federal laws, regulations and the laws of the state of Texas. The following rules will apply to the extent there is no applicable federal law or regulation. The account or service you are accessing via Legend Bank will be governed by and interpreted in accordance with the laws of Texas. The terms "we," "us," "our," and "Bank" refers to Legend Bank. "You" refers to each signer on an account. The term "business day" means every day except Saturdays, Sundays and federal holidays. All times referenced are Central Time.

Internet Banking can be used to access certain accounts through Legend Bank. The applicable Terms and Conditions of our Account Agreement (your "Terms and Conditions Disclosure Agreement") also govern each of your accounts at the Bank.

II. Accessing Your Bank Accounts through Internet Banking

A. Requirements

To access your account through Internet Banking, you must have an eligible Bank account (listed below) and an online password.

Accounts Accessible through Internet Banking:

Checking Accounts
Money Market Checking
Savings Accounts and Certificates of Deposit
IRAs
Loans

B. Fees

There are no monthly or transaction fees for accessing your account(s) through Internet Banking. See Section VII for a description of Bill Payment fees and other miscellaneous fees and charges. Other fees, as described in the applicable Terms and Conditions Disclosure Agreement, may apply to services ordered online.

Please note that fees may be assessed and billed separately by your Internet service provider.

C. Stop Payments

You may stop payment of items drawn on your Accounts by personally communicating the request to us in writing, by phone, by e-mail, or in person during our regular business hours. A stop payment order is binding on us only to the extent that the information we require (including but not limited to precise amount, check number, and payee) is provided completely and accurately and we have been provided with a reasonable opportunity to act on it.

You may not stop payment of Cashier's Checks, Official Checks, or Bank Teller's Checks issued by us at your request. You may not stop payment of transactions initiated through the use of a Debit card or a similar device at an ATM or at a point of sale. Stop payment of ACH items must be in writing.

A stop payment order will be effective for six (6) months or until written notice is received from you to revoke the stop payment request, whichever occurs first. Only you may renew this request after the six-month period has expired by completing a new "Stop Payment Request" form.

Upon processing a stop payment order, a notice summarizing the request will be mailed to the address on record. If any of the information is inaccurate, please call 940-872-2221 immediately.

By directing the Bank to stop payment on an item, you agree to hold the Bank harmless from any claim, loss, damage, or expense that we may incur, including attorney's fees, resulting from our refusal to pay any item on which you have stopped payment or from the payment of any item after your stop payment has expired. In addition, we will not be liable for the payment of an item over a stop payment order if the order is received after the item has been presented for

payment or if complete and accurate information describing the item has not been provided. You agree that we will not be liable for the inadvertent payment of any item, notwithstanding a stop payment order, if we have used ordinary care and followed our usual practices in handling such an order. If an item is paid over a valid stop payment order due to our failure to exercise ordinary care, we may be liable to you for any loss you suffer as a result of that inadvertent payment; however, you agree that it will be your responsibility to establish any such loss. You agree that we will never be liable for more than your actual loss and that we will not be liable for any consequential damages.

If you have told us in advance to make regular payments out of your Account and you wish to place a stop payment on any of these payments, you must notify us in time for us to receive your request at least three (3) business days before the scheduled date of the transfer and we may require you to submit your request to us in writing within 14 days of an oral notification. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

Any stop payment order, renewal, or revocation will incur a charge as set forth in the Fee Schedule.

D. Electronic Mail (E-mail)

Sending E-mail through Internet Banking is a way to communicate with customer service of the Bank. To ensure the security of your account information, we recommend that you use E-mail when asking specific questions about your account(s). However, never transmit confidential information via Internet e-mail.

You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Legend Bank's Internet Banking or call 940-872-2221.

E. New Services

Legend Bank may, from time to time, introduce new Internet Banking services. We will update this Online Access Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms contained in this Online Access Agreement.

F. Benefits of Using Internet Banking

Through Legend Bank's Internet Banking, you can manage your eligible personal or business accounts from your home or office on your personal computer. You can use Internet Banking to:

- View account balances and review transaction history in real time.

- Transfer money between accounts.
- Transfer money to pay your Legend Bank loans.
- Set up an Automatic Transfer to make monthly transfers from one account to another.
- Initiate Stop Payments
- Communicate directly with customer service of the Bank via E-mail.
- Pay bills

G. Log In

The password used to log in to access Legend Bank's Internet Banking website is case sensitive. This means that it is sensitive to upper and lower case letters. For this reason, it is very important to remember how you logged in the first time.

III. Terms and Conditions

The first time you access any of your accounts through Legend Bank's Internet Banking, we confirm your agreement to be bound by all the terms and conditions of this Online Access Agreement and acknowledge your receipt and understanding of this disclosure.

A. Your Internet Banking Password

You will be given an online Password that will give you access to your accounts both through Internet Banking and First Response. This password can be changed within Internet Banking and First Response. We recommend that you change your password regularly. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize this online password and do not write it down or give it to anyone. You are responsible for keeping your password and account data confidential.

B. Payment Account

Although there are no fees for accessing your accounts via Internet Banking, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify us and identify a new payment account for the selected services. Additionally, if you close all your accounts, you must notify Customer Service to cancel your Internet Banking service.

Your Internet Banking services may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, Internet Banking services may be reinstated, once sufficient funds are available in your

accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call Customer Service at 940-872-2221.

If you do not schedule or process a payment in your Legend Bank Bill Pay account via Internet Banking for any three month period, Legend Bank reserves the right to discontinue the service.

You agree to be responsible for any telephone charges, which you incur by accessing your account through Internet Banking.

If you wish to cancel any of your Online Services offered through Internet Banking, please contact Customer Service at 940-872-2221 or send us cancellation instructions in writing to Legend Bank, Customer Service, P. O. Box 1081, Bowie, Texas 76230.

C. Our Liability

Except as specifically provided in this Online Access Agreement or where the law requires different standards, you agree that neither we nor the service providers will be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, the Bank, OR by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Explorer browser), Or by Internet access providers OR by online service providers OR by an agent or subcontractor of any of the foregoing, nor will we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Internet Banking, or Internet browser or access software.

D. Hours of Accessibility

You can access your accounts through Internet Banking seven days a week, 24 hours a day. However, at certain times, some or all of Legend Bank's Internet Banking services may not be available due to system maintenance. During these times, you may use First Response, a Legend Bank ATM or a branch to conduct your transactions.

A transfer initiated through Legend Bank's Internet Banking by 3:00 p.m. on a business day is posted to your account the same day. All transfers completed after 3:00 p.m. on a business day or on a Saturday, Sunday or banking holiday will be posted on the next business day.

E. Additional Terms and Conditions

- Obtaining Account Balance and Transaction History – You can obtain balance and transaction history of all eligible accounts that

are enrolled in Internet Banking. See Section II for specific accounts accessible through Internet Banking.

- Transferring funds – The number of transfers from a savings account is limited as described in the applicable Terms and Conditions Disclosure Agreement. 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.

IV. Bill Payment

A. Introduction

This Bill Payment Agreement (“Agreement”) is between Legend Bank and each client who has enrolled in our Bill Pay service.

B. Service Description, Features, Fees, and Limitations

Availability: Legend Bank Bill Pay is generally accessible 24 hours a day, seven days a week. Legend Bank Bill Pay may be inaccessible for a reasonable period weekly to perform system maintenance. We reserve the right to suspend or terminate access to Legend Bank Bill Pay for any reason without notice.

Bill Payment Service: The bill payment service allows you to pay bills out of a designated account on a one-time or periodic basis to payees that you designate subject to the limitations described below.

To pay a bill, you must designate a payee to receive the funds, the amount of money you want to send to the payee, and the date the payment is to be sent.

BILL PAYMENT LIMITS

You may not schedule a single bill payment for greater than \$25,000.00.

“SEND ON” DATE vs. “DELIVER BY” DATE

When scheduling a bill payment, note the difference between the “SEND ON” date and the “DELIVER BY” date. The “SEND ON” date is the date we will attempt to deduct the payment amount from your designated account. If the attempted deduction fails because you did not have enough funds in your primary account, we will send you an email indicating this and attempt to deduct the money again the next day. If the second attempted deduction is not successful, the transaction will be cancelled and you will be responsible for rescheduling. If the second attempted deduction is successful, the payment will be processed and remitted to the payee, however the “DELIVER BY” date will be one business day later. Payment deduction attempts happen every day of the week, regardless of weekends or holidays.

If you schedule a payment with the “SEND ON” date as the current date, you must have adequate funds in your account at the time the payment is scheduled.

The funds will be deducted shortly after you log out of the session. If you schedule a payment with the "SEND ON" date in the future, there must be adequate funds in your account when we attempt the deduction. This can occur anytime between 12:01 am and 4:00 pm EST.

The "DELIVER BY" date is the date that you can expect the payee to post the payment to your account. The "DELIVER BY" date for your payment should be no later than the due date the payee has indicated for the payment.

PAYMENT GUARANTEE

If a properly scheduled payment is not received and posted on time by the payee, we will attempt to remove any late fees or assessed finance charges. (Finance charges are calculated based on your payment amount rather than your entire balance.) If the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to add a note of explanation to your account to ensure that the situation does not negatively impact your credit rating.

The Payment Guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the following conditions are met:

1. The payment was scheduled to be delivered on or before the due date of your bill, excluding any grace periods.
2. The information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records).
3. You had sufficient funds in your account during our first deduction attempt on the "SEND ON" date.

We will only be responsible for the direct fees or finance charges associated with the late payment. We will not be responsible for any other consequential damages that might arise from the late payment.

CANCELLING BILL PAYMENTS

We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action.

You may cancel an outstanding bill payment at anytime through Legend Bank Bill Pay. Bill payments are considered outstanding until the "SEND ON" date.

You can cancel a "Recurring" transaction by verbal or written no later than 3 business days before the "SEND ON" date of the transaction by contacting Customer Service at the address or phone number listed in this agreement. If

you call, we may also require you to put your request in writing and provide it to us within fourteen days. The notice must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream.

INTERNET EMAIL NOTIFICATIONS

It is important to keep a current Internet email address on file with us, as we use this to communicate important security events about your account to you such as:

- User ID changes
- Internet email address changes (sent to old and new addresses)
- Adding New Payees

SERVICE TERMINATION

We may terminate your participation in Legend Bank Bill Pay for any reason, at anytime. We will attempt to notify you in advance, but we are not obliged to do so.

You may not terminate your participation in Legend Bank Bill Pay if you have outstanding bill payments scheduled. If you have no outstanding bill payments you can terminate service participation by providing, in writing, your intent to cancel this agreement and must be received 10 business days prior to the next scheduled Bill Payment.

FEES

At the present time there are no fees for Legend Bill Pay; however the bank reserves the right to charge for these services in the future. Additional features within Legend Bank Bil Pay that will incur a fee include:

- Money HQ – an account aggregation feature that allows you to aggregate information from all your online financial accounts, electronically transfer funds between any of your Legend Bank accounts and any of you accounts at other financial institutions, electronically send funds to another person at this or another financial institution, consolidate, organize and present bill information from credit card companies, utilities and other organizations offering online viewing of bills, and receive balance and due date alerts. Money HQ is offered to you for a monthly fee of \$4.95.
- Expedited Payments – you can choose to pay a nominal service fee to conduct a same-day payment . The Expedited Payments service fee is \$9.95 per transaction.

C. WARRANTIES AND RESPONSIBILITIES

CLIENT RESPONSIBILITIES AND WARRANTIES

SECURITY

You are responsible for keeping your user id, password, and account data confidential. We are entitled to act on transaction instructions received through your user id and password. Our call center personnel are entitled to act on instructions after they have properly authenticated the caller according to our internal procedures.

JOINT ACCOUNTS

If any of the accounts that you register under the Legend Bank Bill Pay is a joint account, you confirm that your joint account holder has consented for you to use that accounts with the Legend Bank Bill Pay service. We will end your use of the Legend Bank Bill Pay service if any joint account holder notifies us that (i) they never consented to your use of the Legend Bank Bill Pay service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

GENERAL WARRANTIES

You warrant and represent that the information you are providing us with is true, correct and complete.

You agree not to impersonate any person or use a name that you are not authorized to use. You agree to promptly update your registration records if your e-mail address or other information changes.

You warrant that you will not use the Legend Bank Bill Pay service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Legend Bank Bill Pay service or interfere with any other party's use and enjoyment of the Legend Bank Bill Pay service.

LEGEND BANK'S RESPONSIBILITIES AND WARRANTIES

If we do not provide a bill payment instruction on time, if we cause an incorrect amount to be removed from an account or if we cause funds from an account to be transferred to any account other than the account or payee's account specified in the applicable bill payment instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account or intended payee's account.

We are liable for any losses and damages arising from our gross negligence or willful misconduct or if we breach a representation or warranty to you.

Limits of LEGEND BANK'S Responsibilities

EXCEPT AS EXPRESSLY SET FORTH ON OUR WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE LEGEND BANK BILL PAY SERVICE, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Privacy and Security

You can see a full description of our privacy and security policies by clicking on the “Privacy Policy” and “Security Policy” links on the help page for the Legend Bank Bill Pay service. As is more fully described in the “Security Policy” link, we have multiple levels of security that have been designed especially for us and all of your personal and financial information will be placed on a secure portion of our website. We do not use any persistent “cookies” on the browser to store any personal information.

As discussed in more detail in the “Privacy Policy” link, we will only disclose information to third parties about your account or the bill payments you make:

- Where it is necessary for completing bill payments, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

V. General Terms

A. Changes to charges, Fees or Other Terms

We reserve the right to change the charges, fees or other terms described in this Online Access Agreement. When changes are made to any fees, charges, or other material terms, we will update this Online Access Agreement and either send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. The applicable Terms and Conditions Disclosure Agreement governs changes to fees applicable to specific accounts.

B. Disclosure of Account Information

The Bank will not disclose information you have provided, or that we have obtained about your accounts and the transfers you make, except in accordance with the Bank's Privacy Policy.

C. Questions or Error Correction on Internet Banking and Bill Payment Transactions

In case of questions or errors about online funds transfers or bill payments made through Internet Banking involving a Bank account, you should do one of the following:

- Electronically contact [Customer Service](#) by clicking this link.
- Call Customer Service at 940-872-2221.
- Write to Legend Bank, Customer Service, P. O. Box 1081, Bowie, Texas 76230-1081, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need more information about a transaction listed on the statement or transaction record.

We must hear from you no later than sixty days after we have sent the first paper or online statement on which the problem or error appeared. If you notify us orally, we may require that you send us your complaint or question in writing within ten business days.

When you tell us about the problem, please:

- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is in error or why you need additional information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.

We will determine whether an error occurred within ten business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to forty-five calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten 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 in writing and we do not receive it within ten business days, we may not provisionally credit your account while we complete our investigation. We will tell you the results of our investigation within three business days after we complete our investigation. If we decide that there

was not an error, we will send you a written explanation. We will provide copies of the documents used in our investigation upon your request.

If we do not complete a transfer to or from your Bank account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided elsewhere in this Agreement. However, there are some exceptions. We will not be liable:

- If, through no fault of ours, you do not have enough money in your account to make a transfer or bill payment.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account has been frozen.
- If your account is closed.
- If the transfer or bill payment would cause your balance to go over the credit limit for any convenience credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly and you knew about the breakdown when you started the transfer.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using Internet Banking service.
- If circumstances beyond our control (such as flood, fire or improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us.

Legend Bank cannot be responsible for customer errors or negligent use of the Internet Banking service and will not cover losses due to:

- Input errors or misuse of Internet Banking.
- Your negligent handling or sharing of passwords leading to an unauthorized access to your accounts.
- Leaving your computer unattended during an Online Banking session. You must "Sign Off/Log Off" to end your session.
- Failure to report known incidents of unauthorized account access within two business days.

D. Other General Terms

- Other Agreements – In addition to this Online Access Agreement you agree to be bound by and will comply with the requirements of

the applicable Terms and Conditions Disclosure Agreement, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable state and federal laws and regulations. We agree to be bound by them also.

- Bank's Right to Terminate this Agreement – The Bank reserves the right to terminate this Online Access Agreement and your access to Online Services through Internet Banking, in whole or in part, at any time.

VI. Protecting your Account

A. Preventing Misuse of your Account

Your role is very important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call Customer Service at 940-872-2221 or write us at Legend Bank, Customer Service, P. O. Box 1081, Bowie, Texas 76230-1081.

Protecting Personal Information – In addition to protecting your account information, you should take precautions to protect your personal identification information, such as your Social Security Number, driver's license number, etc. The disclosure of the information by itself or together with information regarding your account may allow unauthorized access to your account(s). It is your sole responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your Online Password – The password that is used to gain access on Online Services through Legend Bank should be kept confidential. For your protection we recommend that you change your online password regularly. We recommend that you memorize this online password and do not write it down. You are responsible for keeping your password, account numbers and other data confidential. If you believe that your online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your authorization or permission, immediately notify Legend Bank Customer Service at 940-872-2221 or write us at Legend Bank, Customer Service, P. O. Box 1081, Bowie, Texas 76230-1081

B. Unauthorized Transactions in Your Bank Accounts

Notify us immediately if you believe another person has improperly obtained your online password. Also notify us if someone has transferred or may transfer money from your Bank deposit account without your authorization or permission, or if you suspect any fraudulent activity on your account. Only reveal your account information number to a legitimate entity for a purpose you authorize

(such as your utility company or insurance company for automatic payments). To notify us, call Customer Service at 940-872-2221 or write to Legend Bank, Customer Service, P. O. Box 1081, Bowie, Texas 76230-1081.

If your online password has been compromised and an unauthorized transfer has occurred and you tell us within two business days after you learn of the theft or loss, you can lose no more than \$50 if someone used your online password without your authorization or permission to access a Bank deposit account. If you DO NOT tell us within two business days after your learn of the theft or loss, and we could have stopped someone from taking money without your authorization or permission had you told us, you could lose as much as \$500.

Also, if your statement shows transfers, withdrawals or purchases you did not make or authorize, please notify us at once. If you do not notify us within sixty calendar days after the paper or online statement was sent to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty calendar days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.

VII. Miscellaneous Fees and Charges

At the present time there are no fees for Legend Online Internet Banking or Bill Pay, however the bank reserves the right to charge for these services in the future.