

OnLine Banking Access Agreement of Terms and Conditions

This Online Banking Access Agreement contains the terms and conditions that govern your use of Online Banking. By accessing your accounts through Icon Bank of Texas, N.A. using services described below or future services offered by the Icon Bank Internet Site, you agree to be bound by the terms of this agreement. If you have any questions or do not understand this agreement, please contact us prior to your use of the service.

The terms and conditions of the deposit agreement and disclosures for each of your Bank accounts, as well as your other agreements with Icon Bank, such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is subject to applicable federal laws and laws of the State of Texas. (Except to the extent this Agreement can and does vary such rules and laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Bank's successors and assigns. . This Agreement constitutes the entire agreement between you and Icon Bank of Texas, N.A. with respect to the subject matter hereof and there is no understandings or agreements relative hereto which are not fully expressed herein.

Definitions

As used in this Agreement, the words "we", "our", "us", and "Bank" mean Icon Bank of Texas, N.A. "You", and "your" refer to the account holder authorized by Icon Bank to use Icon Bank's Internet Banking System under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through Icon Bank's Internet Banking System. "Account" or "accounts" means your accounts at Icon Bank. "Electronic fund transfers" mean ATM withdrawals, pre-authorized transactions, point of sale transactions and transfers to and from your accounts at Icon Bank using Icon Bank's Internet banking System. "Business days" mean Monday through Friday. Holidays are not included.

Access to Banking Services

In order to activate your Online Banking Services, you must complete and electronically return an Online Banking Application. Only Authorized Users may access Online Accounts. At the time of your initial access of Online Banking Services, you will be prompted for several key pieces of information that allow the Online Banking System to authenticate you. When we commence your ability to access the System, we will establish access for you using a temporary Password. You will be required to change your Password upon your first login. You will then be allowed to define an Access ID and Password. In your electronic communications with us, you must use your Access ID and Password to initiate a secure System session with us. In the event after you enter your Access ID your computer device is not recognized, you may be prompted with additional security measures requesting a one-time passcode to be entered which will be sent by voice or text. You may then use the tools provided by us within System. You agree that you will not under any circumstances disclose your Password to anyone, including anyone claiming to represent Bank. Any person having access to your Online Banking Services ID and Password will be able to access the Online Banking Services and perform all transactions, including reviewing Online Account information and making payments to other persons, for all accounts you have Online Account Access to.

To use Online Banking, you must have at least one account established at Icon Bank of Texas, N.A. and access to Internet Service with a browser that supports 128-bit encryption. You must complete an Online Banking Application and agree to the terms and conditions set forth in the Online Banking Access Agreement. Icon Bank reserves the right to decline any applicant who does not meet our internet banking requirements. Business customers must complete an Online Banking Access Agreement, and depending on the services they request, may have to sign additional Agreements.

Online Banking can be used to access only the Bank accounts that you have authorization to access. We undertake no obligation to monitor transactions through Online Banking to determine that they are made on behalf of the account holder.

Subject to the terms of this Agreement, you should be able to access your accounts through our Website (referring to www.IconBanktx.com) 24 hours a day, 7 days a week. At certain times this service may not be available due to system maintenance or uncontrollable circumstances. Icon Bank will still have services available; 24 hour Voice Response, ATM, by phone and during normal business hours at our banking facility assuming no major disaster has occurred.

Security Procedures

Your Password must be at least six characters in length and consist of both alpha and numeric characters as well as a special character for purposes of security. We recommend that you create a Password that utilizes both upper and lower case characters (at least one upper case character is required). Your Password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

We are entitled to act upon instructions we receive with respect to any Service under your Access ID and Password. You are liable for all transactions made or authorized with the use of your Password. We have no responsibility for establishing the identity of any person who uses your Password. You agree that if you give your Password to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your Password will have access to your accounts.

You agree to indemnify and release Bank from any and all liability, and agree not to make any claim against Bank or bring any action against Bank, relating to its honoring or allowing any actions or transactions that were conducted under your Password or acting upon messages or authorizations provided to us using your Password.

You agree that we shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide you with access to System, whether caused by the equipment, software, the Bank, Internet service providers, Internet browsers, or the parties providing communication services to or from us to you. We are not liable for war, acts of government that may restrict or impair use of System services, hurricanes, floods or other disasters, nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages relating in any way to the foregoing.

By directing us, through the use of System, any Services initiated with your Access ID and Password, you authorize Bank to complete the transaction. Any requests or instructions we receive from you through the System using your Access ID and Password shall constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you. This includes, but is not limited to, requests with respect to funds in your account; transferring money, stop payment orders, changes to accounts or services or any other communication you provide us through the System using your Access ID and Password. You understand the importance of your role in preventing misuse of your accounts through the Online Banking System, and you agree to promptly examine the statement for each of your Bank accounts as soon as you receive it.

Your access to System will be blocked in the event your Access ID and Password is entered incorrectly on three consecutive attempts. If this happens, please call us at (281) 517-2400. You acknowledge and agree that you have approved and will abide by the security procedures set forth in this agreement and any other security procedures established by Icon Bank that have or/and will be presented to you in the future. You also acknowledge and agree that these procedures are commercially reasonable and adequate for the purpose intended. It is your responsibility to protect your computer from all computer threats, such as viruses.

Bill Payment Service

The Bill Payment Service permits you to use your Internet-enabled device to direct payments from your designated Bill Payment Account to third parties you wish to pay. Your Bill Pay Account must be a checking account. Through the Bill Payment Service, you can pay bills from your Bill Pay Account to businesses or individuals.

All payments you make will be deducted from the account that you designate as your Bill Pay Account for the Bill Payment Service. Any payments you wish to make through this service must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using the Service from time-to-time.

You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments (county, state or federal), or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

Funds must be available in your Bill Payment Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-banking day (Saturday, Sunday or a holiday), funds must be available in your Bill Payment Account the following Banking Day. We may make the payment either by transferring funds electronically to the payee or by mailing the payee a check. In either case, the Bill Payment Account is debited on the date the payment is scheduled to be sent, which will be earlier than the date the payment is received by the payee.

You may choose to schedule payments to recur in the same amount at regular weekly, semi-monthly or monthly intervals. When you create a new payee in the Bill Payment Service, the payee has a temporary status until we have had sufficient time to set up the account, and for your business payees, verify information about your account. You should schedule a payment to a new payee at least ten (10) Banking Days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee.

For all subsequent payments, you agree to allow at least seven (7) Banking Days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other action taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, we will work with the payee on your behalf to attempt to have any late fees or charges reversed.

We are only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. We will not be liable in any way for damages you incur if you do not have sufficient funds in your Bill Payment Account to make the payment on the processing date, for delays in mail delivery, for changes to the payee's address or account number unless you have advised us of the change sufficiently in advance, for the failure of any payee to correctly account for or credit the payment in a timely manner, or for any other circumstances beyond our control.

If the session during which you schedule a payment or transfer ends by 3:00 PM (CST) on a Banking Day, we will consider to have received it on that day. Otherwise it will be considered received on the following Banking Day. For all entries made using the Bill Payment Service the time recorded by the Bill Payment Service controls.

If your Bill Payment Account does not have sufficient funds to make a payment as of the date the transfer or payment is made we are under no obligation to make a payment or transfer on your behalf, and we shall have no liability if we do not complete a transfer or payment because there are insufficient funds in your account to process a transaction.

If we do make a payment at a time when your Bill Payment Account does not have sufficient funds, we reserve the right to exercise any collection efforts deemed necessary in order to recover payments made on your behalf.

We may place a block on your Bill Payment Service, which means that no further bill payments will be processed until you make funds available to pay the item.

If we do not process a bill payment because of insufficient funds in your Bill Payment Account, a system generated email will notify you by the next Banking Day after the payment was scheduled.

In the event of recurring insufficient funds your Bill Payment Service will be terminated.

If you wish to change or cancel a pending payment, you must do so using the Service. If you ask us to cancel a payment after we have issued a check and we agree to do so, we may charge you a stop payment fee. However, you should be aware that your initiation of certain electronic transfers will effectively eliminate your ability to stop payment of the transfer. **UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

The fee for the Bill Payment Service is Free. Additional Charges do apply for Subscriber requested Services and Other Items. For information on additional charges for requested services and other items please refer to the Bill Payment Service Terms and Conditions.

We process the payments you make through Bill Pay Service in one of the following ways:

We may send payments through an electronic transmission to the Payee. Payees who receive electronic delivery will receive your payment information, including your account number, through a computer link. Payments made electronically are generally received and credited by most payees within three business days.

We may send payments by check mailed to the Payee. When more than one customer schedules a payment to the same Payee on the same date (which frequently happens), we may issue a consolidated check to the Payee with an accompanying paper list of each customer by name, of each account number to be credited, and of the amount of each payment. We send all checks through the U.S. mail. Payments made with a bank check are generally received and credited by most Payees within five business days.

From time to time we may receive instructions from a Payee that direct us, in order to ensure the timely processing of your payment, to send your payment to an address other than the one that you provided us, or that direct us to make your payment electronically rather than by check, to an account owned by the Payee at another financial institution. When we receive such payment instructions from the Payee, we may follow those instructions, to help ensure that our payment is received by the Payee and promptly credited to your account.

Stop Payment

You may initiate stop-payment requests via Online Banking only for paper checks you have written (non-electronic) on your Bank accounts. The System allows you to place a stop payment order request of up to six (6) months in duration. If you use the Online Banking stop payment feature, then you must follow the procedures and specification described in this Agreement.

Stop Payments initiated through Online Banking before 8:00 p.m. Central Standard Time on a business day are processed to your account the same day. Stop Payments completed after 8:00 p.m. Central Standard Time on a business day, Saturday, Sunday or a banking holiday will be processed the following business day. You must provide the Bank with complete and accurate information in a timely manner on: the account number, the item or check number; the EXACT amount of the item or check (dollars and cents); and the payee name. If any information is incomplete or incorrect, the Bank will not be responsible for failing to stop payment on the item or check. Bank shall have no responsibility to determine the accuracy of such information. Stop payment requests which cover a range of checks or items that are missing or stolen may not be processed through the Online Banking System. Bank is not responsible for stop payment requests received for items or checks that have already cleared or been paid from your account. Bank may provide you notice of the actual stop payment of a check by making such information accessible to you online via the System. Stop payment orders are effective for only six months unless renewed by you prior to expiration of the original order. From time to time, Services may be inoperable. If that occurs, your request can be communicated to the Bank by telephone instructions.

You agree to indemnify Bank against any loss for the amount of said check and all expenses, costs and consequential damages, if any, incurred by Bank because of refusing payment pursuant to your stop payment order. You agree not to hold Bank liable on account of payment contrary to your stop payment order if same occurs through inadvertence, accident or oversight, or if by reason of such payment other items drawn by you are returned insufficient. You agree that any stop payment placed on any check issued on your accounts designated on the Internet Banking Enrollment Form may be relied upon by Bank to have been placed by an agent of you duly authorized to place the stop payment, and Bank shall have no duty or obligation to verify either the authenticity of the stop payment order request or the authority of the person placing it.

We currently impose a stop payment fee of \$25.00 for each stop payment request on a check or item. This fee will be deducted from the account which the check or item was initiated or drawn on. Stop payment order on a Bill Payment will depend on the payment method and whether or not a check has cleared. To stop payment on a Bill Payment see the "Bill Payment" section above.

Transfers

When you instruct the bank to transfer funds to or from your accounts through the Online Banking System, you are authorizing the bank to withdraw the necessary funds from the account you designate. Transfers initiated through Online Banking before 8:00 p.m. Central Standard Time on a business day are posted to your account the same day. Transfers completed after 8:00 p.m. Central Standard Time on a business day, Saturday, Sunday or a banking holiday will be posted on the next business day.

Overdrafts - Order of Payments, Transfers and other Withdrawals

If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then: (a) Electronic fund transfers involving currency disbursements, like ATM withdrawals will have priority; (b) Electronic fund transfers initiated through Online Banking which would result in an overdraft of your account may, at our discretion, be cancelled and (c) In the event that the electronic fund transfers initiated through Online Banking which would result in an

overdraft of your account is not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

Limits on Frequency and Amounts of Online Banking Transactions

The number of transfers from bank accounts and the amounts that may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed upon deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds until the hold expires.

Change in Terms

We may change any term of this Agreement at any time. If the change would result in increased fees for any Online Banking services, 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 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the Online Banking website or forward it to you by email or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, you will not be notified of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

Periodic Statements

You will not receive a separate Online Banking statement. Transfers to and from your accounts using Online Banking will appear on the respective periodic statements for your Bank accounts.

Confidentiality

We will disclose information to third parties about your account or the transfers you make: (1) where it is necessary for completing transfers; or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (3) in order to comply with government agency or court orders; (4) as explained in the separate Privacy Disclosure.

In Case of Errors or Questions

In case of errors, questions about electronic transfers, incorrect information on your statement or any concerns about the use of your password, it is your responsibility to contact us immediately via one of the following methods: Telephone us at (281) 517-2400 during customer service hours; and/or, Write us at:

Icon Bank of Texas, N.A.
Attn: Bookkeeping Department
7906 N. Sam Houston Pkwy W, Ste 100
Houston, TX 77064

We must hear from you no later than 60 days after we sent the first statement upon which the problem or error appeared. When you contact us you must provide: (1) your name and account number, (2) description of the error or transfer and a clear explanation of why you believe it is an error or why you need more information, (3) the dollar amount of the suspected error; and (4) for transactions on Online Bill Pay, the account number used to pay the bill, payee name, the date of the bill payment, payment amount, and the payee account number for the payment in question. If you contact us by telephone or

by email, we may require that you send us your complaint or question in writing by regular mail or by fax within 10 business days. We will communicate the results of our investigation to you within 10 business days after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have use of the funds during the time it takes us to complete our investigation. If we ask that you put your complaint or question in writing and we do not receive it in the form of paper written within the 10 business days, we may not provisionally credit your account. If we decide that there was no error, we will send you written explanation within 3 business days after the completion of our investigation. You may ask for copies of the documents that were used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

Our Liability

If we do not complete a transfer to or from your account, on time or in the amount you requested, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result but only to the extent of the amount of the payment or transfer. We will not be liable for (1) if, through no fault of ours, you do not have enough money in your account to make a transfer; (2) if a legal order directs us to prohibit withdrawals from the account; (3) if your account is closed, or if it has been frozen; (4) if the transfer would cause your balance to be overdrawn, to go over the credit limit of any established line of credit or the credit limit for any credit arrangement set up to cover overdrafts; (5) if you, or anyone authorized by you, commits any fraud or violates any law or regulation; (6) if any electronic terminal, telecommunication device, or any part of the Online Banking electronic transfer system is not working properly and you knew about the problem when you started the transfer; (7) if you have not properly followed the on-screen instructions for using the Online Banking System or (8) if circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

Your Liability

Contact us immediately if you believe your password has been lost, stolen, used without authorization, or otherwise compromised or if someone has transferred or may transfer money from your accounts without your permission. A phone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you contact us within two (2) business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone has used your password without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Password, and we can prove that we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.00. If your monthly statement contains transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may lose any amount transferred without your authorization, after the sixty (60) day period, if we can prove that we could have stopped someone from making the unauthorized transfer if you had told us on time. If a good reason, such as a long trip or hospital stay kept you from telling us, time periods in this section may be extended.

You agree to assist us in our efforts to recover any funds that were transferred or paid without your permission.

Limitation of Liability, Indemnification

Notwithstanding any provision to the contrary contained in this Agreement, we shall be responsible only for performing the services as expressly provided for in these Terms and Conditions. We shall only be responsible for losses which are the direct result of our own negligence or misconduct in performing these services. We shall have no liability for failure to perform any services or for any disruption or delay in 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 electric power, computer equipment, Telecommunication systems, your internet service provider, or weather conditions. We shall have no liability for any consequential, special punitive damage or indirect loss under any circumstances.

Unless otherwise required by law or specifically provided for in this Agreement, you agree that neither we nor the service providers shall be responsible for any harm, including but not limited to direct, indirect, special, consequential and economic damages, resulting in any way from the installation, operation or maintenance of our equipment or software, or internet browser or access software, nor shall we or the service providers be responsible for any loss, property damage or bodily harm, whether caused by Icon Bank, it's equipment or software or by internet access or browser providers, or by online service providers, or any agent or subcontractor of any of the aforementioned parties.

Except to the extent that we are liable under these Terms and Conditions, you agree to indemnify and hold us and our Directors, Officers, Employees and Agents harmless from all claims, demands, judgments and expenses (including reasonable attorney's fees) arising out of or in any way connected with the performance of these services. You agree that this Indemnification shall survive the termination of these Terms and Conditions.

Rights to Terminate

This Agreement will remain in effect until it is terminated by you or by Icon Bank. You may cancel Online Banking at any time by writing or faxing your request to Icon Bank. We may cancel this agreement and terminate your use of Online Banking for any reason, at any time. If we terminate this Agreement, no further Banking transfers or bill payments will be made, including but not limited to any payment scheduled in advance or any preauthorized recurring payments or transfers.