

MOBILE BANKING SERVICES AGREEMENT

I. INTRODUCTION – PARTIES AND DEFINITIONS

This Mobile Banking Services Agreement (as amended from time to time, this **“Agreement”**), governs the Mobile Banking Service provided by Prosperity Bank (**“Prosperity”**) and your use of that Service. This Agreement also includes certain licensing rights and restrictions, including an end user agreement between you and one of our indirect service providers and software licensors, mFoundry, Inc.

The terms **“we,” “us,”** and **“our”** refer to Prosperity Bank. The terms **“you”** and **“your”** refer to the customer of Prosperity Bank who is entering into this Agreement. The term, **“Mobile Banking”** or **“Mobile Banking Service”** or, together with the Mobile Remote Deposit Service, the **“Service(s)”** means a suite of services that we make available, enabling you to conduct banking transactions with us by using your Mobile Device. **“Mobile Device”** means a cellular telephone or similar wireless communications device (1) that is installed with software permitted by us (**“Mobile Banking Software”**) that you have downloaded in order to conduct Mobile Banking transactions, or (2) that is capable of conducting Mobile Banking transactions by using other protocols we may choose to permit (e.g., Wireless Application Protocol (WAP) or text (SMS) messaging). We reserve the right to change the Mobile Banking Software and other protocols that we allow for Mobile Banking at any time without prior notice.

II. MOBILE BANKING IS PART OF YOUR PRIMARY ONLINE BANKING SERVICE

Mobile Banking is available only to individuals who and businesses that are already enrolled in our Internet Banking Services; and, depending on the type of deposit account maintained with Prosperity and their banking history with Prosperity, who are either automatically granted access to Mobile Banking or who submit a request for Mobile Banking; and who, prior to using Mobile Banking services, accept this Agreement and consent to electronic disclosures as described below in III., Accepting this Agreement.

The term, **“Internet Banking,”** or **“Online Banking,”** means the Internet Banking Service through which you choose to enroll in Mobile Banking. **“Online Banking Agreement”** or **“Internet Banking Services Agreement”** means the Internet Banking Agreement, as amended from time to time, that you accepted when enrolling in your Internet Banking Service. Your **“Online Banking Agreement”** also includes related agreements that you have with us in connection with your Online Banking (e.g., any agreement for our Bill Pay service, etc.)

This Mobile Banking Services Agreement is an Addendum to and includes the terms of your Online Banking Agreement. Capitalized terms that are not defined in this Agreement are defined in your Banking Agreement. The same credentials (Login ID and Password) that are in place for your Online Banking service shall also apply to Mobile Banking.

III. ACCEPTING THIS AGREEMENT

Before using Mobile Banking, you must both (a) consent to receive notices and disclosures electronically, and (b) read and accept this Agreement. You must evidence that consent and acceptance by selecting the button declaring your acceptance as part of your enrollment in Mobile Banking. In addition, you agree you are deemed to automatically renew that consent and acceptance each time you log in as a user of Prosperity Bank Mobile Banking and use Mobile Banking to conduct any transaction. The current version of this Agreement can always be viewed online through your Online Banking service.

IV. TERMS AND CONDITIONS

1. CONSENT TO RECEIVE DISCLOSURES AND NOTICES ELECTRONICALLY

By accepting this Agreement, you consent to receiving notices and disclosures concerning Mobile Banking, Online Banking, and your enrolled bank accounts electronically, including by mobile phone (e.g. SMS or other text message) or e-mail (each of the foregoing being an "electronic address"). You must enter your electronic address for such disclosures and notices when first enrolling in Mobile Banking. You are solely responsible for immediately updating your electronic address if it changes. You must update your electronic address by logging into your Online Banking service, accessing the electronic page for managing your email address or accessing the Mobile Banking page to update your Mobile Device phone number, and entering your new electronic address. If you need assistance updating your electronic address, you may call the Customer Service Center at 800-531-1401. All disclosures and notices by us shall be deemed given and received by you immediately upon being sent to the electronic address you have most recently updated. Many disclosures and notices may also or instead appear in one or more of your bank account statements. Unless specifically required by law, we are not obligated to provide any disclosure or notice to you by regular mail or by any means other than electronic transmission. You may, without charge, withdraw your consent to receiving notices and communications electronically by calling our Customer Service Center at 800-531-1401, but in that event we can terminate your Mobile Banking service.

Receiving electronic disclosures and notices on your Mobile Device(s) requires that your Mobile Device be an Internet-enabled Mobile Device that support 128-bit encryption. In order to keep notices and disclosures sent to you electronically, you must have the ability to save them to your Mobile Device or computer, or to print them. You may also request a paper copy of an electronic notice or disclosure at no additional charge by calling our Customer Service Center at 800-531-1401.

2. MOBILE BANKING SERVICE AGREEMENT

A. Mobile Banking Functions

To access Mobile Banking service and functions, your Mobile Device must be Internet enabled and connected to the Internet through your mobile communications service provider. You must be enrolled in both a Online Banking service and our Mobile Banking service. You must enroll the particular Mobile Device(s) that you wish to use with Mobile Banking. You must also un-register any Mobile Device(s) that you may no longer wish to be capable of using with Mobile Banking.

When you access Mobile Banking with your Mobile Device, you will see a menu of available Mobile Banking functions (*e.g.*, view balances; view or search for transactions; locate branches; execute specific types of internal or external funds transfers; etc.). From time to time we will add, and may modify or delete particular Mobile Banking functions or geographic areas served by Mobile Banking. We may make such changes in functions or geographic service with or without prior notice. We reserve the right to refuse to make any transaction that you may request through Mobile Banking.

Not all functions that are described in your Online Banking Agreement or available at your Online Banking service website are available with Mobile Banking. All terms and conditions in your Online Banking Agreement or on your Online Banking service's website that limit or govern your use of Online Banking functions will also limit and govern your use of those functions through Mobile Banking.

B. Mobile Banking Service Availability

We will use reasonable efforts to make Mobile Banking service available for your use on a continuous basis. We do not guarantee functionality of Mobile Banking services (or any Mobile Banking Software) on all Mobile Devices, on all communications networks, in all geographic regions, or at all times. Mobile Banking service may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to the Mobile Banking service may be interrupted because of conditions beyond our control, including outages in Internet availability. We will use commercially reasonable efforts to re-establish Mobile Banking service in those instances, but we do not promise the Mobile Banking service will always be available for your use. We may elect to discontinue Mobile Banking (or any of the services that we provide, from time to time, through Mobile Banking) at any time. If we choose to discontinue Mobile Banking, we will provide you with reasonable notice. In the case of a disaster, your Mobile Banking may be suspended in order to allow emergency and responding personnel to use the cellular networks. In no event, regardless of cause, shall we be liable to you for unavailability of Mobile Banking services, or your inability to access Mobile Banking or to execute Mobile Banking functions.

C. Fees Charged by Prosperity Bank

Currently, we charge no fees to enroll in or use Mobile Banking. However, we may assess fees (a) set forth in the other agreements, disclosures or fee schedules for particular banking products or accounts (such as overdraft or funds transfer fees), or (b) for products and services that you may purchase through Mobile Banking.

We reserve the right to institute or change fees for Mobile Banking after sending you any legally required prior notice. See the section entitled "Amending this Agreement or Fees."

D. Mobile Device and Mobile Communications

You are responsible for providing your own Mobile Device that supports 128-bit encryption. Mobile Banking users must download, install and use certain software systems and programs developed by us, our licensors or other third-parties. We are not responsible for any damage to your Mobile Device resulting from those activities, and you will be engaging in those activities at

your own risk. To download Mobile Banking Software, please follow the instructions found in the Mobile Banking section of your Online Banking site, under the “User Services Tab,” then the “Mobile Enrollment” option. Depending on its make and model, your Mobile Device may need to be capable of receiving an SMS text message to initiate the download. You are responsible for obtaining your own mobile communications service provider. Your mobile communications service provider may charge you for Internet-related use and for text (SMS) messages, so please see your mobile carrier for further details about its charges. You are responsible for all fees and charges that you may incur to any mobile communications service provider or any other third parties while using Mobile Banking.

We are not a party to, and we have no duty, liability or responsibility with respect to or in connection with (i) your mobile communications service provider agreement, or (ii) any Mobile Device, hardware, software or other any product or service you may purchase from others relating to your use of Mobile Banking. This Agreement does not amend or supersede any agreements that you have with third parties (such as your Mobile Device supplier and your mobile communications service provider), and you remain subject to all terms, fees, costs, other charges, limitations and restrictions in those agreements with third parties. Your Mobile Device supplier and your mobile communications service provider are responsible for their products and services. You agree that any problems you may have concerning those companies' products, services or agreements shall be resolved by you directly with them, and without involving us.

Your Mobile Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk.

E. Export Controls

Software programs, materials, tools, and technical data may be subject to U.S. export controls or the trade laws of other countries. You agree to comply with all export control regulations. You also acknowledge that you, not Prosperity Bank, have the responsibility to obtain such licenses to export, re-export or import as may be required. You agree not to export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws.

F. Mobile Banking License Rights Generally

In connection with your use of Mobile Banking Software, we and our licensors (or other third-parties who have directly or indirectly granted rights in those software systems and programs with respect to Mobile Banking) will require your agreement to certain license rights arrangements and/or end-user agreements ("Licenses"). By enrolling in portions of Mobile Banking relating to those software systems and programs, and by downloading and installing Mobile Banking Software, you will be evidencing your acceptance of the terms and conditions of those Licenses. We may also condition your use of Mobile Banking Software upon you affirming such Licenses by the use of "I Accept" dialogue box acknowledgements, or by other affirmative or use-based acknowledgement and agreement systems.

We and our service providers (including without limitation third-party providers of Mobile Banking Software) reserve all rights not granted to you in this Agreement and under the terms of such Licenses. If you obtain a different Mobile Device, you will be required to download and install Mobile Banking Software, to that different Mobile Device, under the same terms set forth in this Agreement. You agree to delete all such software from your Mobile Device promptly if the Licenses or this Agreement terminate for any reason. We reserve the right to change, add to, or terminate services with our third-party Mobile Banking Software providers, to substitute different Mobile Banking Software providers, and to enter into or arrange for the provision Mobile Banking Software by other licensors and third-parties.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE AGREEMENTS GOVERNING THE TERMS OF ANY LICENSE RIGHT RELATING TO THE USE OR OPERATION OF MOBILE BANKING OR MOBILE BANKING SOFTWARE, MOBILE BANKING SERVICES AND MOBILE BANKING SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS. YOUR USE OF THE MOBILE BANKING SOFTWARE AND MOBILE BANKING SERVICES, AND ANY MATERIAL OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED VIA MOBILE BANKING, IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

G. Additional Terms and Conditions in Related Agreements with Us

Your use of Mobile Banking is subject to the terms and conditions of your Online Banking Agreement (as amended from time to time). Without limitation, this Agreement is supplemented by your Online Banking Agreement's provisions regarding disclaimers of warranties, limitations on our liability, indemnity, amendments, dispute resolution terms and procedures, and definitions. For consumer customers, this Agreement is also subject to consumer protection provisions in the Banking Agreement, including limitations on consumer customers' liabilities for unauthorized transfers, and contacting us concerning questions or errors. In the event of any specific conflicts between this Agreement and the terms of your Online Banking Agreement, the terms of this Agreement will govern.

In addition, each deposit account or credit account that you access using Mobile Banking, and each transaction made in such accounts using Mobile Banking, remains subject to the general terms, conditions, and agreements governing those accounts (e.g., as applicable, the deposit account agreement, credit cardholder agreement, line of credit agreement, etc.).

H. Amending this Agreement or Fees

We may change our fees or amend this Agreement at any time by sending notice as described in your Online Banking Agreement or as legally required; provided, however, that this Agreement governs our right to provide you with that notice electronically. You may choose to accept or decline the change. By continuing to use Mobile Banking after the effective date stated in the notice, you are deemed to accept that change.

I. Lost or Stolen Mobile Device or Password; Unauthorized Transactions

If you believe your Mobile Device, user name (Login ID), password, or other approved access device has been lost or stolen, or that someone has transferred or may transfer funds from your account without your authorization, contact us **AT ONCE** at 800-531-1401. For additional information regarding your and our rights and responsibilities regarding unauthorized transactions, please review your Online Banking Agreement and the applicable agreement(s) governing the affected deposit account or credit account.

J. In Case of Errors or Questions about Your Account

In case of errors in or questions about your deposit or credit accounts, contact our Customer Service Center at 800-531-1401. For additional information regarding your and our rights and responsibilities regarding errors in or questions about your accounts and how such errors and questions are processed, please review your Online Banking Agreement and the applicable agreement(s) governing the affected deposit account or credit account.

For questions or concerns about the Mobile Banking service itself, you may call us at 800-531-1401 or by mail at:

**Prosperity Bank
1301 North Mechanic Street
El Campo, Texas 77437**

3. MOBILE REMOTE DEPOSIT CAPTURE

A. Description. The Mobile Remote Deposit Capture service (“**Mobile Remote Deposit Capture**” or, together with the Mobile Banking Service of which it is a part, the “**Service(s)**”) provides you the ability to access and make deposits to your designated eligible Accounts using the Software. The Mobile Remote Deposit Capture service is designed to take advantage of The Check Clearing for the 21st Century Act and its regulations (collectively “**Check 21**”). The Mobile Remote Deposit Capture service enables you to use a compatible handheld device to scan an image of an original paper check, as that term is defined in Regulation CC (“**Regulation CC**”) promulgated by the Federal Reserve Board at 12 C.F.R. Part 229 (“**Original Checks**”), that are drawn on or payable through United States financial institutions (each a “**Check Image**”) and to submit the Check Image and associated deposit information electronically to us from your home or other remote locations using the Software for deposit into a designated eligible Account for collection thereafter by Prosperity. A Check Image submitted to us electronically for deposit is not deemed received until we accept and confirm receipt of your Check Image deposit.

B. Requirements. Your use of the Mobile Remote Deposit Capture service is subject to, without limitation, these requirements:

To access the Mobile Remote Deposit Capture service you must have or acquire and maintain a compatible handheld device and a wireless plan from a compatible wireless carrier.

You must request access to and qualify, and/or we must approve your request, to use the Mobile Remote Deposit Capture service.

You may scan and submit Check Images for deposit to Prosperity within the dollar limits ("**Deposit Limits**") established for you by us. We reserve the right to limit the frequency and dollar amount of deposits submitted through the Mobile Remote Deposit Capture Service. If you exceed the Deposit Limits established for you, we may in our sole discretion accept or refuse the Check Image deposit. If at any time we accept a Check Image deposit that exceeds your Deposit Limits, we will have no obligation to do so in the future. We may at any time in our sole discretion raise or lower your Deposit Limits.

By requesting access to or using the Mobile Remote Deposit Capture service, you authorize us to provide you with access to all of the eligible accounts you designate to participate in the Mobile Remote Deposit Capture service. The following account types are currently eligible for the Mobile Remote Deposit Capture Service: checking, savings, and money market accounts.

C. Day of Deposit. Scanning and submitting Check Image deposits does not constitute receipt of the deposit by Prosperity. You agree that items transmitted using the Mobile Remote Deposit Capture service are not subject to the funds availability requirements of Regulation CC. Generally, Check Image deposits received prior to 6:00 p.m. Central Time are processed on the Business Day of receipt. Otherwise, we will consider the deposit to be made on the next business day we are open. Any Check image deposit received after this time or on Saturdays, Sundays, and holidays when we are closed will be processed on our next Business Day. Acknowledgment that your Check Image deposit has been received by Prosperity does not mean that the Check Image deposit was received error free. The date of deposit is not necessarily the date of funds availability. Funds deposited using the Services will generally be made available in two (2) business days from the day of deposit. We may make such funds available sooner, in our sole discretion.

D. Confirmation of Receipt. We will send you an e-mail to confirm receipt of your Check Image deposit. We will send a notice to you if your Check Image deposit is rejected in whole or in part. You may verify receipt and the amount of your Check Image deposit credited to your account by reviewing your statement online or by calling the Prosperity telephone banking number.

E. Endorsement and Scanning. You agree that when using the Mobile Remote Deposit Capture service, you will:

1. Properly endorse Original Checks as described below:

“For Mobile Deposit Only”

Then followed by your signature,

Then the last four (4) digits of your account number into which you are depositing the item;

2. Then scan both front and back; and

3. You will scan and deposit only Original Checks payable to you and which have been drawn on financial institutions in the United States with a valid ABA/Routing Number and denominated in U.S. Dollars, and intended for deposit by you to your designated Account with us.

All other items may be deposited by alternate methods such as in person or by mail including a completed account deposit slip.

F. Ineligible Images. You understand and agree that we are not obligated to accept for deposit any Check Image that we, in our sole discretion, determine to be ineligible for the Mobile Remote Deposit Capture service. Ineligible items include without limitation: Check Images of items drawn on banks located outside the United States, Check Images that are illegible, images of checks previously converted to Substitute Checks (as defined by Check at), Check Images with unreadable magnetic ink character recognition ("MICR") information, checks drawn on a financial institution located outside the United States, and checks dated more than six (6) months prior to the date of deposit or dated after the date of deposit. The quality of any Check Image must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulators' agency, clearing house or association. You acknowledge and agree that even if we do not identify a Check Image as ineligible, the Check Image may be returned to Prosperity because, among other reasons, the Check Image or any Substitute Check created from the Check. Image is deemed ineligible by the financial institution upon which it is drawn or any intermediate collecting financial institution. Prosperity's failure to identify a Check Image you transmit to Prosperity as ineligible shall not preclude or limit your obligations.

G. Destruction of Checks. You shall fully destroy each Original Check in your Check Image deposit ten (10) days following receipt and crediting of your Check Image deposit, or as we may otherwise instruct. Prior to destruction you will mark each item prominently as "void," and you shall maintain each Original Check in a secure location in a locked container. Prior to the expiration of the retention period, you will promptly provide any retained item or copy thereof to Prosperity as it may request to aid in the clearing and collection process or to resolve claims by third parties with respect to such item. You understand and agree that each Original Check must be fully destroyed following any retention period so that it is unreadable, unusable, or otherwise undecipherable. If you use a paper shredder, it will be at least a "cross-cut" shredder, and you understand it is one such method to assure destruction. You are responsible if an Original Check is misused following submission by Check Image deposit and its full destruction.

H. Your Representations and Warranties. You make the following representations and warranties:

You shall not alter any Original Check or Check Image and shall review the Check Image to ensure that it accurately represents all of the information on the front and the back of the Original Check at the time you scanned the Check Image.

You shall submit to Prosperity only Check Images that are suitable for processing, including, but not limited to, Check Images that are legible and contain machine-readable MICR data.

You shall destroy the Original Checks as stated above.

You shall not submit to Prosperity or to any other person or entity for deposit or credit any Original Check if a Check Image of the Original Check has already been submitted and accepted for deposit into your Account with Prosperity or which you previously submitted to and was accepted by any other person or entity for deposit.

You shall not deposit into your Account with Prosperity or any other deposit-taking institution, or otherwise negotiate or transfer to anyone, any Original Check that you submitted as a Check Image deposit to Prosperity, unless following receipt of your submission, Prosperity notifies you that the Check Image is ineligible and not accepted for deposit or that the Check Image or any Substitute Check created from the Image is refused by the financial institution upon which it is drawn.

YOU SHALL INDEMNIFY, DEFEND, AND HOLD PROSPERITY AND ITS AGENTS FROM AND AGAINST ALL LIABILITY, DAMAGE AND LOSS ARISING FROM ANY CLAIMS, SUITS, OR DEMANDS, BROUGHT BY THIRD PARTIES WITH RESPECT TO ANY CHECK IMAGE, SUBSTITUTE CHECK, OR ORIGINAL CHECK PROCESSED THROUGH THE MOBILE REMOTE DEPOSIT CAPTURE SERVICE AS DESCRIBED ABOVE.

You shall use the Mobile Remote Deposit Capture service only for your own personal, home office, or small business use in accordance with the terms of this Agreement. You shall not make the Mobile Remote Deposit Capture service available or transfer your rights to use the Mobile Remote Deposit Capture service for the benefit of any third party.

I. Prosperity will acknowledge receipt of your Check Image deposit submitted through the Mobile Remote Deposit Capture service and notify you if a Check Image is not eligible for deposit. If an Original Check deposited through the Mobile Remote Deposit Capture service is rejected, Prosperity will send you an email notifying you of the rejected deposit, and "Recent Activities" on your Mobile Device will indicate "rejected" for that particular deposit. Prosperity's ability to provide the Mobile Remote Deposit Capture service is conditioned upon the availability of the wireless or computer services and systems used in transmitting your requests and our response. We shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of the Mobile Remote Deposit Capture service, wireless or computer services, or systems, resulting from the act or omission of any third party or other causes not reasonably within Prosperity's control.

J. Business Accounts

The following provisions are applicable to Business Accounts. "Business Accounts" mean sole proprietorships, partnerships, limited liability companies, corporations, and other forms of business organization that are not "consumer" accounts and are not maintained primarily for personal, family, or household purposes.

For Business Accounts using the Mobile Remote Deposit Capture Service, Prosperity is not responsible for any loss, injury or damage, whether direct, indirect, special, consequential, exemplary, economic or otherwise, caused by the Mobile Remote Deposit Capture service or the use of the Mobile Remote Deposit Capture service except as otherwise expressly provided for in this Agreement or by applicable law. By using the Mobile Remote Deposit Capture service to access your Business Accounts, you are responsible for any unauthorized use of the Mobile Remote Deposit Capture service and any loss or damages incurred due to the unauthorized access to your Business Accounts.

If your deposit activity through the Mobile Remote Deposit Capture service exceeds your Deposit Limits, we reserve the right to disable your access to the Mobile Remote Deposit Capture service and provide you with information on other business banking electronic deposit options that may be available to you.

If any person authorized access through the Mobile Remote Deposit Capture service to conduct transactions on any Business Account is no longer authorized, it is your responsibility to notify us. Prosperity shall not be liable or responsible to you for any transactions conducted on a Business Account by any person whose authority to conduct transactions is no longer in effect until Prosperity is expressly notified.

K. Fees. All fees and charges related to any Account you access with the Mobile Remote Deposit Capture service as stated in the applicable Fee Schedule for the Account will remain in effect when using the Mobile Remote Deposit Capture service. The monthly fees and charges, if any, for the use of the Mobile Remote Deposit Capture Service are found in the applicable Fee Schedule.

L. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE MOBILE REMOTE DEPOSIT CAPTURE SERVICE 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. PROSPERITY DISCLAIMS 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. PROSPERITY MAKES NO WARRANTY THAT THE MOBILE REMOTE DEPOSIT CAPTURE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (iii) THAT THE RESULTS OBTAINED FROM THE MOBILE REMOTE DEPOSIT CAPTURE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. IN NO EVENT WILL PROSPERITY BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGE ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THE MOBILE REMOTE DEPOSIT CAPTURE SERVICE OR FOR ANY LOSS OF DATA, EVEN IF PROSPERITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

M. Electronic Communications. You agree that Prosperity may provide you with all disclosures, notices, and other communications about the Mobile Remote Deposit Capture service, and any future amendments or changes or additions to this Agreement, in electronic form. Prosperity will provide all future updates to the Agreement by posting the updated Agreement on the Website. At your request, Prosperity agrees to provide you with a paper copy of this Agreement. You may request paper copies of this Agreement by calling a Customer Service Specialist at (800) 531-1401. Your consent to receive notices and updates in electronic form only will apply for as long as you use the Mobile Remote Deposit Capture service. You may withdraw your consent at any time by choosing to cancel the Mobile Remote Deposit Capture service. Prosperity may amend or change the terms and conditions stated in this Agreement (including changes in the fees and charges hereunder) by giving notice to you as required by law. Amendments may include adding new terms or conditions and deleting existing terms and conditions. Prior notice need not be given where, without limitation, an immediate change in terms

or conditions are necessary to maintain or restore the security of the Mobile Remote Deposit Capture service or the safety of Prosperity's relationship with you or is otherwise required immediately by law or applicable regulation. Prosperity shall thereafter promptly advise you of any such change in writing.

N. Limitation of Liability.

YOU AGREE THAT WE 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, INCURRED BY YOU OR ANY THIRD PARTY, RESULTING FROM, ARISING FROM, OR RELATED TO THE USE OR THE INABILITY TO USE THE SERVICES, OR THE TERMINATION OF THE USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF PROSPERITY BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

O. Ownership and License

You agree that we retain all ownership and proprietary rights in the Mobile Banking Service and the Mobile Remote Deposit Capture Service, 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 Service. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose that would be contrary to Prosperity's business interests, or (iii) to Prosperity's actual or potential economic disadvantage in any respect. 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.

P. Termination

We may terminate this Agreement at any time for any reason upon any legally required notice. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes, or if you use the Services in a manner inconsistent with the terms of any other agreement with us. We may also terminate the Mobile Banking Service itself, including the Mobile Remote Deposit Service, at any time upon any legally required notice.

Q. General

We may waive any provision of this Agreement in our sole discretion, and if we do, such waiver shall not be construed to be a waiver of any other term, nor shall such waiver be deemed a waiver of a subsequent breach of the same term. If any term of this Agreement is declared invalid, the other terms are unimpaired and remain in full force. Your obligations under the "Ownership and License" section above, your obligations of Indemnification, and the Limitation of Liability provisions shall survive expiration or termination of this Agreement.

V. mFOUNDRY, INC. REGISTERED USER AGREEMENT

mFoundry, Inc. has provided us the right to use their software in the provision of the Mobile Banking Service and requires that you enter into the following Registered User agreement (the "Registered User Agreement") for the use of the mFoundry Software (defined below). By enrolling in our Mobile Banking service, and during such time as we maintain our rights to license the mFoundry Software, you hereby agree as follows:

Registered User Terms and Conditions To be Agreed to by Authorized Customers Prior to Use

1. Eligible Enrollees. By accepting or using the Mobile Service (the "Service") offered to you by your financial institution, you agree to comply with your Internet Banking and Bill Payment Agreement as well as these Mobile Terms and Conditions. The Services are only available to Internet banking customers of your financial institution. The terms and conditions of your Internet Banking and Bill Payment Agreement apply to Internet banking and bill payment services that you receive through the Service.
2. General. Access to your financial institution's services via your mobile device is powered by the mobile technology solution owned by mFoundry, Inc. (the "**Licensor**"). The Licensor is not the provider of any of the financial services available to you through the Service or the Software (defined below), and the Licensor is not responsible for any of the materials, information, products or services made available to you through the Service or the Software.
3. Ownership. You acknowledge and agree that the Licensor is the owner of all right, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "**Software**"). You may not use the Software unless you have first accepted the terms of this Agreement.
4. License. Subject to the terms and conditions of this Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine readable object code form only) in accordance with the terms of this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of your financial institution's services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by this Agreement are hereby reserved by the Licensor. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason, by you, the Licensor or your financial institution. Upon termination, you agree to immediately destroy all copies of any Software which had been downloaded to your mobile device or otherwise in your possession or control. Any open source or other software included in the Software is licensed subject to the additional terms

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