

## ONLINE BANKING TERMS AND CONDITIONS

### Introduction

This Internet Banking Agreement and Disclosure (“the Agreement”) governs your use of the Internet Banking Services of The First National Bank of Eagle Lake. By using our Internet Banking Services, you agree to all of the terms and conditions of this Agreement.

Please read it carefully and keep a copy for your records.

### Definitions

**You or Your** - The person(s) subscribing to or using Internet Banking. We, Us, or Our - Refers to The First National Bank of Eagle Lake.

**Business Day** - Any calendar day other than Saturday, Sunday, or any holidays recognized by us. Bill payments are processed on all business days that both the Federal Reserve Bank and the U.S. Postal System are operating and open for business.

**Business Day Cut-Off**- For posting purposes, the bank will process all transactions completed by 6:00PM Central Time on that business date. Transactions completed after 6:00PM, including transfers, will be processed on the following business day.

**Privacy Statement** - We understand how important privacy is to our customers. We have taken steps to insure your privacy for your personal and financial dealings with us. Our customer privacy statement can be obtained on our website at The First National Bank of Eagle Lake or at any of our banking locations.

### **About Internet Banking**

Our Internet Banking consists of an online banking website that provides a complete array of financial services to our customers. This website has security features not found on our publicly accessible website. E-mail sent via the Internet Banking website will be protected. Requests e-mailed from the Internet Banking website may contain confidential information.

The Internet Banking system that is accessible by our customers over the Internet currently consists of:

- Account inquiries and balances
- Up to 12 months of historical transactions
- Secure e-mails
- Transaction downloads
- Accounts transfers
- View detailed transactions
- Electronic statements
- Online check images
- Payments to our loan accounts
- E-Alerts
- Recurring or automatic transfers

For customers who select Bill Payment, these additional functions are available:

- One-time payments
- Occasional payments
- Recurring payments

For customers who select Commercial Cash Management, these additional functions are available:

- Initiate Automated Clearing House (ACH) debits and credits
- Requests for wire transfers

### **Enrollment Process**

The Internet banking service requires that you complete the initial application process providing the information needed to enable the service. We will verify the information you submitted for accuracy and authorizations. Upon initial log-on to the Internet banking service, you will be required to complete a security process on each computer you use to log-on to internet banking. Additional security measures are required for Cash Management customers. It is important that you keep us informed of your current e-mail address. You may update your e-mail address on record with us by choosing the "Personal Information" menu item under the "Other" tab in Internet Banking.

### **Electronic Delivery of Disclosures**

By accepting the terms of this Internet Banking Agreement and Disclosure, you certify that you are able and willing to accept disclosures and/or documents electronically, as follows.

We may offer periodic statements and certain other disclosures or documents in electronic format to our online banking customers. Other disclosures that we may send you in the future includes but is not limited to: deposit account disclosures (such as this Internet Banking Agreement), changes in account terms and fees, and privacy notices. We may also send you email correspondence or electronic messages on the Internet banking Web site regarding resolution of problems in your account. We may provide periodic statements and other disclosures in e-mail attachments or we may send you an e-mail that tells you where these disclosures can be viewed on our website. You have a right to receive any of our disclosures and records in paper format. You may also withdraw consent to electronic delivery at any time. Additional fees may apply and certain products and services may be limited. Please refer to the description of our deposit accounts and service charges to determine which fees may apply. If you have any questions, about products available, fees and service charges, please contact us at 979-234-5591.

To requests disclosures and records in paper format or to withdraw consent to electronic delivery you can:

1. Call us at 979-234-5591
2. Inform us in person at any of our banking locations; or

3. Send us a letter via U.S. mail to:

Internet Banking Department  
The First National Bank of Eagle Lake  
PO Box 247  
Eagle Lake, TX 77434

Be sure to identify yourself and your accounts that you want withdrawn from electronic delivery authorization.

Prior to acceptance of electronic delivery of disclosures and/or documents, you should verify that you have the required hardware and software to access and retain them. You will need a:

1. Computer with an Internet browser that's Secure Socket Layer (SSL) compliant
2. Printer or storage medium for retention of the disclosures and/or documents, such as a hard drive. Retention may be electronic so long as the electronic record accurately reflects the information set forth in the disclosures and/or documents

If we revise hardware and software requirements to access and retain electronic disclosures, we will notify you of these changes and provide you a notice of your right to withdraw consent to electronic disclosure without the imposition of any fees.

### **Virus Protection**

We are not responsible for any computer virus, problems or malfunctions resulting from a computer virus, or related problems that may be associated with the use of an online system. We recommend that you routinely update your virus software, apply all security patches for your operating system and install a firewall on your PC. We are not responsible for any errors or failures resulting from defects or malfunctions of the financial software. WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING YOUR PC OR RELATED EQUIPMENT, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **Log-On Security**

Security is very important to the Internet Banking system. At the time you request the service, you ~~we~~ will select a unique "User ID" and then choose a "Password" that will be used to gain access to the system. Prior to activation, we will verify your identity and authorization to information associated with the account(s) that you requested tied to the service. Before gaining access to any account information, each individual is authenticated by their User ID and Password, authentication phrase, and a series of questions and answers selected by you.

To help prevent unauthorized access and ensure the security of your accounts, we will end your online session if we have detected no activity for 5 minutes. This is to protect you in case you accidentally leave your computer unattended after you logged on.

Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data.

You should carefully select a Password that is hard to guess. We suggest that you do not choose passwords that are easily identifiable with you such as a child's name or a pet's name. Keep your Password safe. Memorize your Password and never tell it to anyone. You may consider changing your Password occasionally. Passwords will expire every 90 days. You may change your password at any time under the menu item "Options."

### **User ID, Password and Security Device Safeguards**

You agree to exercise reasonable care to safeguard your User ID, Password and Security Device if applicable. It is your responsibility. Reasonable care includes, but is not limited to: not storing or writing any of this information with or on your computer, (do not write your Password down in your purse, wallet or in a computer file), and not allowing other individuals to conduct transactions using your User ID, Password or Security Device. If this happens, you should request a new one to prevent unauthorized use. We will not be liable for any losses resulting from you permitting other persons to use your Username, Password or Security Device to access the system.

### **Accounts**

You may request to access any account on which you are a signer or owner. If you desire services that allow you to initiate payments or transfers from the account, you will need the required withdrawal authority over the account to be able to complete the transaction. By using the service, you agree to maintain one or more accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the system.

If the accounts added to the service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your User ID and Password are authorized unless we have been notified to cancel the service. Each joint account holder should have their own unique user ID and Password.

If your account has multiple parties who have the authority to withdraw funds, and you remove any of them from your account, you should notify the Internet Banking department at once to terminate that person's authority from Internet Banking. You may contact us in person at any of our banking locations, by calling 979-234-5591 or by U.S. Mail at PO Box 247, Eagle Lake, TX 77434.

When any payment or other on-line service generates items to be charged to your account, you agree that we may debit the designated account without requiring your signature on the item.

### **Cancellation of Internet Banking**

Your Internet Banking may be canceled at any time by us, in whole or part, without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. You will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the service. After cancellation, service 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 services, you must call our Internet Banking department listed below in the Errors and Questions section.

### **Balance Inquiries, Bill Payments and Transfers Limitations**

You may use Internet Banking to check the balance of your accounts, to transfer funds among your accounts and to view check images. Money Market Accounts and Savings Accounts are subject to Federal Reserve Regulation D, which permits no more than six debits or transfers per statement cycle to another account of yours with us or to a third party. These transfers may be by means of preauthorized or automatic transfer or telephonic agreement, but no more than three of the six may be by check (applicable only to Money Market Accounts), ATM/debit card or draft payable to a third parties. Transactions not within these limitations may result in the closure of your account. Additionally, you may visit the bank to withdraw funds, have us mail you a check payable to you or withdraw money with your ATM card. These are not third party transactions and are not limited; however, normal transaction fees will apply. There are no limits to the number of transfers or bill payments from your Checking Account(s).

Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. If you have further questions, contact our Internet Banking department.

### **Bill Payment Service**

It is easy to pay bills online. Simply set up your Payees by choosing from the database of vendors (Payees) that already exist, or by entering necessary information to schedule a payment. We are able to process payments to payees that have a U.S. Postal address. Payments to payees outside of the United States or its territories are prohibited. Due to liability issues, we will not accept payments to federal, state or local tax agencies. Otherwise, there is no limit to whom you pay or how many payees you may establish. We maintain a large vendor database of regional or national billers to make this process quicker and easier. The Bill Payment service will also allow you to see a history of all the payments made from your accounts. Your enrollment in the Bill Payment service constitutes your agreement for The First National Bank of Eagle Lake's third party provider to initiate ACH debits to your accounts and/or to draw paper drafts against your accounts.

### **The Bill Paying Process**

The First National Bank of Eagle Lake will process variable payments (non-recurring payments) on the business day (generally Monday through Friday, except holidays) you designate the bill is to be processed, provided the payment request is received prior to the cut-off time set by The First National Bank of Eagle Lake, which is currently 6:00 p.m. Central Standard Time. Variable bill requests received after the business day cut off time, or at any time on a non-business day, will be processed on the next business day. The First National Bank of Eagle Lake reserves its right to change the cut-off time by giving you notice as outlined in the Amendment and Termination section shown below.

**YOU MUST ALLOW AT LEAST SIX (6) BUSINESS DAYS FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE MERCHANT. (IT IS THE RESPONSIBILITY OF THE SUBSCRIBER TO SCHEDULE/ACTIVATE RECURRING PAYMENTS)**

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Bill Payments requested, as well as any other payment obligations you have to the Financial Institution. The First National Bank of Eagle Lake reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Account and the Financial Institution has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree The First National Bank of Eagle Lake, at its option, may charge any of your accounts with us to cover such payment obligations. Electronic Funds Transfer Act (EFTA) does not apply to paper check transactions that are processed through Bill Pay. EFTA only applies to electronic transactions.

### **Commercial Cash Management**

In addition to the online banking features listed above, corporate customers can use our online Commercial Cash Management service to initiate and upload ACH debits and credits and request wire transfers. A separate Automated Clearing House (ACH) agreement, wire agreement and enrollment form are required. At the time of enrollment, you will be issued a separate contract in order to access the Cash Management service.

### **Our Liability for Failure to Make Transfers**

It is our responsibility to process all transfers and bill payments properly initiated through the Internet Banking system in accordance with this Agreement. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses and damages. However, neither we nor the Service Provider will be liable if:

1. Funds are not showing on the system's available balance in your account that is to pay for the bill or transfer at the time of transaction.
2. Funds are subject to legal process or other encumbrances restricting the payment or transfer.
3. You had knowledge of or questions about the possible malfunction of the system when you initiated the transaction.
4. Any information provided by you about the Payee is incorrect.
5. There are any delays in the handling of the payment by the Payees.
6. Natural disasters (fire, flood, tornado, etc.) or other uncontrollable circumstances (mail delays, power failures, etc.) prevent proper completion and delivery of transactions.
7. Other applicable laws and/or regulations exempt us from liability.
8. It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of Internet Banking or our service providers.
9. It can be shown that the delay was caused by unusual mailing delays by the U.S. Post Office.

### **Notice of Your Rights and Liabilities**

Tell us AT ONCE if you believe your User ID or Password have been compromised, lost, stolen or used without your authorization. You could lose all the money in your Account (plus your maximum overdraft line of credit). Telephoning us at the number listed in the Error and Questions Section is the best way of limiting your possible loss.

If you tell us within two business days, you can lose no more than \$50 if someone used your User ID or Password without your permission. If you do NOT tell us within two business days after you learn of the loss, theft or compromise of your User ID or Password and we can prove we could have stopped someone from using it without your permission if you had told us, you could lose as much as \$500. Also, tell us AT ONCE if your statement shows transfers that you did not make or authorize. If you do not tell us within 60 days after that statement was mailed to you, you may not get back any money you lost after the 60 days.

If you believe that someone has transferred or may transfer money from your account without permission, call or write us at the telephone number or address listed in this disclosure.

### **Errors and Questions**

In cases of errors or questions concerning transactions completed with Internet Banking (including Bill Pay), do one of the following, as soon as possible:

1. Telephone our Internet Banking Department at 979-234-5591; or
2. Write to Internet Banking Department; P O Box 247, Eagle Lake, TX 77434;

In cases of errors or questions concerning transactions other than those above, do one of the following, as soon as possible:

4. Telephone Customer Service at 979-234-5591; or
5. Write to Customer Service, P O Box 247, Eagle Lake, TX 77434;

We must hear from you within 60 days after we sent you the first statement or notification in which the error or problem appeared. Please include the following information:

1. Name
2. Account Number and User Access ID
3. Description of the error or what you are unsure about, plus an explanation of why you believe it is an error or why you need more information. Please include any reference numbers or descriptive language shown on the statement or receipt that will help us identify the transaction
4. Tell us the amount of the suspected error.

5. For a Bill Payer error tell us:

- Account number used to pay the bill
- Payee name
- Date the payment was sent
- Confirmation number
- Payment amount
- Payee account number for the payment in question.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. We may take up to 20 business days if the transfer involved a new account. (An account is considered new for 30 days after the first deposit is made, if you are a new customer.) If we need more time, however, we may take up to 45 days (90 days if the transfer was not initiated within a state or involved a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account.

We will notify you of the results of our investigation within 3 business days after it is finished. If we believe there was no error, we will notify you in writing. You may ask for copies of the documents that we used in our investigation. You will be liable to us for any amounts credited pending our investigation.

**Disclosure of Account Information to Third Parties**

Information to third parties about your account(s) or the transaction(s) you make will only be disclosed if at least one of the following applies:

1. It is necessary to complete a transaction.
2. To verify the existence and condition of your account to a third party such as a credit bureau or merchant.
3. To comply with a governmental agency or court order.
4. If permission is given to us by you, which we may require to be in writing.
5. Where otherwise required or permitted under state or federal laws and/or regulations.



## **Termination**

You may terminate the use of Internet Banking by contacting us in writing by mail, e-mail sent through the Internet Banking website, or personal delivery to us. If your account is closed or restricted for any reason, Internet Banking accessibility will automatically terminate.

## **Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES AND BY THE INTERNAL LAWS (BUT NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS TO THE EXTENT APPLICABLE AND BY REGULATIONS OF ANY GOVERNMENTAL AGENCY HAVING JURISDICTION OVER US.

A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

## **Amendments**

Unless applicable law requires otherwise, this Agreement may be amended by us at any time by notice mailed to you at your last address known to us, or via electronic mail to your last e-mail address known to us, to be effective not less than 30 days after the date mailed. If you do not want to be bound by the amendment, you have the right to terminate the Account before the effective date of the amendment.

Either you or we may terminate this Agreement at any time without notice to the other.

This Agreement will continue to govern matters relating to your Account whether such matters arise before or after termination.

## **Conflict with Clearing House Association Rules**

If the terms of the Agreement conflict with the rules or operating guidelines of any clearing house association of which we are a member, the rules and operating guidelines of such clearing house association shall govern for all purposes.

## **Entire Agreement**

This Agreement supplements any other agreements or disclosures related to your account(s).

In the event of a dispute regarding your Account, we will try to resolve this disagreement with you by looking to this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement will control. In the event of any disagreement hereunder or if conflicting demands or notices are made upon us relating to this Agreement, we may, at our discretion, refuse to comply with any claims or demands, or refuse to take any other action hereunder with regard to the subject matter of dispute so long as such dispute continues, and we may, at our discretion, pay the balance of the Account into the Registry of the Court for a judicial determination, and the parties with conflicting claims agree to pay our court costs and attorney's fees and, in any such event, we shall not become liable to any person for failure or refusal to act or for the dishonor or refusal of any items presented for payment. For the purposes of this paragraph, this Agreement shall include any written agreement between you and us relating to electronic funds transfer, to the extent such agreement relates to an Account subject to this Agreement.

Your use of Internet Banking is considered your acceptance of these terms and conditions.