

## **E-SIGN DISCLOSURE AND AGREEMENT TO ELECTRONIC DELIVERY**

This E-Sign Disclosure and Agreement to Electronic Delivery (this "Agreement") applies to all legal and regulatory disclosures and communications we may provide related to your eligible Accounts as well as products and services accessible through [www.fnbbastrop.com](http://www.fnbbastrop.com) or The First National Bank of Bastrop's mobile application and for which you elect to receive delivery from us in electronic form in lieu of receiving such disclosure or communication in writing, in the mail. Our Online Banking Service (the "Service") was designed and built to provide records to you in electronic form. You cannot enroll in the Service online without agreeing to receive the Online Banking Agreement and other disclosures delivered through the Online Banking Service in electronic form.

If you consent, we may also provide other disclosures in an electronic format. These disclosures may include but are not limited to the following:

- Updates or Amendments to our Online Banking Agreement;
- Monthly account statements, if you have opted-in for e-statements;
- Deposit account disclosures;
- Notice of change in account terms;
- Notice of fee changes;
- Responses to any questions you may have about electronic funds transfers;
- Privacy and security notices;
- Texas banking terms and conditions; and
- Other information related to your accounts with us.

Accounts may include, but are not limited to, Deposit Accounts (such as checking, money market and savings accounts), Time Deposit Accounts (such as Certificates of Deposit), Safe Deposit Box Accounts, and Loan Accounts.

The terms "we," "us," "our," and "Bank" refer to The First National Bank of Bastrop. The terms "you" and "your" refer to each person, entity, Account owner(s) or authorized signer(s) identified on your Account. The term "Account" means the account(s) you have with us now or in the future, including ones which we may permit you to open through Online Banking. "Electronic Communication(s)" refers to the electronic transmission of any disclosure or communication related to your Account and/or any product or service that we are required by law to provide to you in writing.

### 1. Scope of Communication to Be Provided in Electronic Form

When you give your affirmative consent to receive Electronic Communications, you may receive disclosures and communications for all Account(s), products, and services electronically in lieu of receiving that information in paper format, in the mail. Electronic Communications may change from time to time. Your consent to receive Electronic Communications applies to all customer agreements or amendments thereto, including, but not limited to, agreements and amendments containing information we are required by law to provide to you in writing.

We will always post our most current Online Banking Agreement on our website.

We may also send you an external email notice and/or secure message through our Online Banking Service to inform you where other important disclosures or account statements can be viewed on our website or within our Online Banking Service.

You may download or print all electronic notices and disclosures from your computer if you have the hardware and software described in the section entitled "Computer Requirements" below. You can also save copies of electronic notices and disclosures to your hard drive or other media for viewing and printing at a later time.

The Bank reserves the right to make additional types of Electronic Communications available to you. As part of the Online Banking enrollment process, we may ask if you want to receive electronic only versions of your account statements

(e-statements). If you enroll for e-statements and then later decide that you want to receive paper statements, you can "opt-out" of electronic delivery on the "Statements" page within the Service. After your opt-out request is processed, you will begin receiving paper copies of account statements and additional charges may apply. If you enroll for e-statements and then later close your accounts with the Bank, your access to the Service will also be terminated.

## 2. Electronic Delivery No Longer Available

The Bank reserves the right to discontinue providing any Electronic Communication in electronic form at any time. If an Electronic Communication will no longer be available, you may request a paper copy. We will notify you of any such change as required by law.

## 3. Change in Terms and Termination of Agreement

The Bank reserves the right, in its sole discretion, to change the terms and conditions of this Agreement at any time, or to discontinue the provision of Electronic Communications. We will provide you with notice of any such change or termination as required by law.

## 4. Method of Providing Electronic Communications to You

The Bank may deliver Electronic Communications to you by any of the following methods: (a) by posting a notice and making the information available to you through the Service; (b) by sending the information to an email address you have provided to the Bank; (c) by sending the information to a wireless device you have designated; (d) to the extent permissible by law, by access to a website that the Bank will generally designate in advance for such purpose; (e) by requesting you download a Portable Document Format (.PDF) file containing the Electronic Communication; or (f) by any other electronic means we have mutually agreed upon. Delivery of Electronic Communications by any of these methods will be considered "in writing," and you intend that the Electronic Communications have the same legal effect as written and signed paper communications.

## 5. Right to Withdraw Consent

You have the right to withdraw your consent to receive Electronic Communication for any of your Accounts. You may also withdraw consent by contacting the Bank by:

- Sending us a letter to 489 Hwy. 71 West, P.O. Drawer F, Bastrop, Texas, 78602
- Sending us a secure message through the Online Banking Service, or
- Calling us at (512) 321-2561

If you send us a secure message through the Service or write us a letter, please be sure to identify yourself and the applicable accounts.

At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of consent to receive Electronic Communication. Any withdrawal of your consent to receive Electronic Communication will be effective only after we have a reasonable period of time to process your withdrawal. Your subsequent paper format Account statements and all other paper documents will be sent to the mailing address the Bank has on file for you.

If your Account type requires the receipt of Electronic Communication as a feature of the Account, and you subsequently opt to receive paper instead of Electronic Communication, we may, at our discretion, close your Account, or change your Account to a type that offers paper documents.

## 6. How to Update Your Records

It is your responsibility to provide us with a true, accurate and complete email address, contact, and other information related to this Agreement and your Account(s), and to maintain and update promptly any changes in this information. You can update information, such as your email address, within the Online Banking System or by contacting the Bank at (512) 321-2561. You must maintain a valid email address on file with the Bank as a condition of participating in Electronic Communication.

## 7. Computer Requirements

You are responsible for maintaining all software and hardware necessary for receiving, accessing, viewing and maintaining record of the Electronic Communications. By your acceptance of this Agreement, you represent that you will maintain all hardware and software necessary to receive, access, view and maintain (including, but not limited to saving and/or printing) any Electronic Communications provided to you. You must have:

- a valid email address on file with The First National Bank of Bastrop;
- a computer, mobile device, tablet or similar device with internet access and current browser software and computer software that is capable of receiving, accessing, displaying, and either printing or storing Electronic Communications received from The First National Bank of Bastrop; and
- sufficient storage space to view, download and save Electronic Communications (whether presented within the Online Banking System, in emails or .PDF) or the ability to print Electronic Communications.

We will notify you if there are any material changes to the hardware or software needed to receive Electronic Communications from us. By giving your consent you confirm that you have access to the necessary equipment and are able to receive, open, and print or download a copy of any Electronic Communications for your records. You may print or save a copy of these Electronic Communications for your records as they may not be accessible online at a later date.

You are responsible for the installation, maintenance, and operation of your computer or electronic device. We are not responsible for any errors or failures from any malfunction of your computer or electronic device, for any virus, other problems or changes that may be associated with the use of your computer or electronic device, including, for example, the cost of your Internet service provider.

## 8. Requesting Paper Copies

We will not send you a paper copy of any Electronic Communication unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of your Electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the Electronic Communication to you.

To request a paper copy, contact the Bank at (512) 321-2561. You may request paper copies of historical statements at the address listed above.

There are no fees or charges to access your Electronic Communications. Online Banking customers may request paper copies of disclosures such as this Agreement. We may charge you a reasonable service charge, of which we've provided you prior notice, for the delivery of paper copies of any Electronic Communication. We reserve the right, but assume no obligation (unless you request us), to provide a paper (instead of electronic) copy of any documentation that you have authorized us to provide electronically.

## 9. Communication in Writing

All communication in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Agreement and any other Electronic Communication that is important to you.

## 10. Legal Section

You will ensure the confidentiality of your online banking password and you agree to indemnify, defend, and hold harmless the Bank and its successors, assigns, affiliates, officers, employees, directors, and agents against any loss, claims, damages, judgments, awards, legal obligations, costs or expenses, including without limitation, all fees, and expenses of the Bank's counsel based upon, arising out of, or related in any way to your consent to receive Electronic Communication.

## 11. Federal Law

You acknowledge and agree that your consent to Electronic Communication is being provided in connection with a transaction that is subject to the federal Electronic Signature in Global and National Commerce ("E-SIGN") Act, and that

you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

12. Consent Agreement

You hereby give affirmative consent for Bank to provide Electronic Communications to you as described herein. You further agree that your computer complies with the hardware and software requirements specified above and that you have provided us with a current email address to which we may send Electronic Communications for you.

By selecting "I Accept," you agree that you have read, understand, and agree to the terms and conditions of this Agreement and you consent to receive Electronic Communications. If you do not agree to the terms and conditions of this Agreement, you must exit enrollment in Online Banking and must *not* select "I Accept."

## Online Banking Agreement

Customer Service: (512) 321-2561 during regular business hours of 8 am to 4 pm Monday through Friday, excluding Federal Holidays.

489 Hwy. 71 West  
P.O. Drawer F  
Bastrop, TX 78602  
[info@fnbbastrop.com](mailto:info@fnbbastrop.com)

**PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE ENROLLING IN THE SERVICE OR INITIATING ANY TRANSACTIONS.**

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### 1. Scope of this Agreement

This Agreement between you and The First National Bank of Bastrop, Bastrop, Texas (the "Bank"), governs your use of our Online Banking and Bill Payment services (the "Service"). The Service permits our Customers to perform a number of banking functions on accounts linked to the Service through the use of the Internet and a personal computer or a mobile device.

### 2. Accepting the Agreement

After you have carefully read this Agreement in its entirety and the linked [Privacy Policy and Notice](#), you will be asked to accept the terms and conditions of this Agreement.

WHEN YOU CLICK ON THE "I ACCEPT" BUTTON BELOW OR OTHERWISE USE OR ACCESS THE SERVICE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. ALSO, BY ACCEPTING THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU ARE AN AUTHORIZED USER ACTING WITH FULL AUTHORITY AND THAT YOU ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT.

You should print and/or save a copy of this Agreement for your records. Future updates will be sent electronically as further described below in Section 5. To print, select the print button below or select the print function on your browser. To save a copy of this Agreement on your computer, select "Service" and then "Save As" on your browser.

If you need a paper copy of this Agreement, please contact our Customer Service Department. Our contact information is listed at the top of this Agreement. You can obtain a paper copy of this Agreement at any time. Updates to this Agreement will be sent electronically as further described within this Agreement.

### 3. Definitions

**ACH Origination** - refers to the creation of debit and credit entries to facilitate the transfer or placement of funds in another institution through the Automated Clearing House ("ACH") network. The ACH network is a funds transfer system governed by the National Automated Clearing House Association ("NACHA").

**Agreement** - means these terms and conditions of the Online Banking and Bill Payment services.

**Authorized User** - is any individual, Consumer, or Business Customer whom you allow to use the Service or your Password or other means to access your Eligible Account(s).

**Bank** – means The First National Bank of Bastrop.

**Bill Payment Service Provider** - refers to the contractor, sub-contractor, or provider of our Bill Payment and Delivery services, CheckFree Services Corporation.

**Billing Account** - is the checking account from which all service fees will be automatically debited.

**Business Customer**— refers to anyone other than a Consumer who owns an Eligible Account with respect to which the Service is requested primarily for business purposes.

**Business Day** - is every Monday through Friday, excluding Federal Reserve holidays.

**Business Day Cutoff** - refers to the cut-off time for submission purposes. The cut-off times for online transactions are based on our Business Day and the Central Standard Time (CST) and are disclosed in each section. Bill Payment cut-off and scheduling times differ and are further governed in the separate Bill Payment agreement you must agree to in order to use the Bill Payment Service.

**Consumer** - refers to a natural person who owns an Eligible Account at the Bank and who uses the Service primarily for personal, family, or household purposes.

**Due Date** - is the date reflected on your Biller statement for which the Bill Payment is due. It is not the late date or grace period.

**External Account** – is an account that is held by you at another financial institution.

**Eligible Account** - is any one of your account(s) to which we may allow access through the Service under this Agreement. Only checking or NOW accounts may be eligible for Bill Payment privileges. We may make additional accounts available for Bill Payment services from time-to-time as allowed by law or our Bill Payment Service Provider.

You may request online access to any account on which you are a signer or owner. If you or your Authorized Users desire features of the Service that allow you to initiate Bill Payments, transfers, ACH transactions, or otherwise remove funds from an account, you must have the required withdrawal authority over the relevant Eligible Account.

When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transactions and fees that are ultimately approved by or related to the Service.

**Internal Account** – is an account that is held by you at the Bank.

**Joint Account** – is an Eligible Account that is added to the Service which is jointly held or has multiple signers.

**Micro Deposits** – are a series of small transactions sent to an External Account via ACH which validate that the account being linked is able to be linked and also that you have access to it.

**Mobile Check Deposit** – refers to the service that allows checks to be deposited, through the mobile application (app) using the device's camera, into one of your Eligible Accounts.

**Password** - means your password that is known solely by you and not by the Bank or our Service Providers that you use to access the Service.

**Payment Account** - is the checking account from which Bill Payments will be debited. You must be a legal owner of any Payment Account registered for the Service.

**Secure Access Code** – a 6-digit code sent securely to the customer as part of multi-factor authentication during enrollment process, login from an unregistered device or as part of Business Services.

**Service** - means the Online Banking, Bill Payment and Bill Delivery services offered by the Bank through its Service Providers.

**Service Provider** - includes any agent, licensor, independent contractor or subcontractor that the Bank may involve in the provision of Online Banking, Bill Payment, and electronic Bill Delivery services.

**You and Your** - As used within this Agreement, "you" and "your" refer to the person enrolling in the Service, owner of the Eligible Accounts, Business Customer, or Authorized Users that such person allows, subject to the parameters of multiple user access as set forth within the Service.

**We, Us, or Our** - As used within this Agreement, "we", "us" and "our" refer to the Bank and any agent, independent contractor, Service Provider, sub-contractor, licensor, designee, or assignee that the Bank may involve in the provision of the Service.

#### **4. Prerequisites for Enrolling in the Online Banking Service**

In order to enroll in the Online Banking Service:

- You must have an Eligible Account with the Bank.
- Your account with us must be in good standing.
- You must be at least 18 years of age
- If you enroll for our Bill Payment services, you must also be a resident of the United States or its possessions.

Hardware and Software Equipment Requirements:

- You must have a computer and Internet browser that will support commercially reasonable level of encryption.
- We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.
- Some features of the Service may not be supported with older browsers.
- You will need Internet access through an Internet service provider (ISP).
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You will also need an external email address for the delivery of electronic notices and disclosures.
- You must maintain fully updated anti-virus protection on your computer at all times.

Prior to enrolling in the Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Service and to retain a copy of this Agreement.

If we revise hardware and software requirements, and if there is a material chance that this could impact your ability to access the Service, we will give you advance notice of these changes and provide you an opportunity to cancel the service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

#### **5. Basic Online Banking Services**

The basic features currently available through the Service include:

- Up to 12 months of complete transactional detail and history
- Account Inquiries for balances, rates, etc.
- Copies of monthly account statements, if opted in for e-statements
- Transfers between your accounts at the Bank
- Secure e-mails via the Service's messaging system
- View loan balances
- Payments to loans at the Bank
- Online check reorders
- Stop payments on checks that you have written
- Transaction downloads
- External accounts and transfers

Bill Payment services are optional. You can request Bill Payment privilege through the enrollment process.

We may add or remove certain features and/or functionality available from time to time. You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control.

#### **6. Additional Information About Basic Online Banking Features**

##### **(A) Stop Payment Feature**

The stop payment feature within the Service is only for stopping payments on checks that you have written and provides a means to securely forward your stop payment requests to us for processing. The fee will be assessed according to our current account fee schedule and as noted in Section 9 of this Agreement.

In order to process the request, the Bank must rely on the information provided to describe the item(s). You must include the correct amount of the item, the correct check number, and the correct account number. If you do not give us the correct information, we may not be able to enforce the stop payment order. We will not be responsible if you do not describe the check accurately. Check stop payment requests will automatically expire at the end of six (6) months from the date submitted, unless we receive a request to renew the stop payment request.

Stop payment requests received through the Service will generally be processed within one (1) to two (2) Business Days. Therefore, if your request is urgent, we recommend that you contact our Customer Service Department directly via telephone or in person.

You agree to hold the Bank harmless from and against any losses, claims or costs (such as attorney fees) incurred by (1) payment contrary to this order if such payment occurs otherwise by a failure to exercise ordinary care, or (2) refusal to make payment of the stopped item.

The Bank shall not be liable if, as a result of payment of the item subject to this request, other items drawn by you are returned due to insufficient funds. You will notify us promptly of the issuance of a check or item, which is a duplicate of the check subject to this stop payment order, or upon return of the original check.

The Bank shall not be liable for payment of any item subject to a stop payment order upon the expiration or withdrawal of such order, and the Bank may, in its discretion, refuse to honor any such item pending your instruction. You may withdraw this stop payment order only in writing, by secure message through the Service or in person at one of our branch offices.

Other limitations on our obligation to stop payment are provided by law (for example, if we paid the item in cash or we certified the item prior to processing your stop payment order).

You will not be able to submit a stop payment through the Service for ACH transactions using your account number and routing number. You will need to contact Customer Service at 512-321-2561 for those requests. Also, you will not be able to use the Service to cancel transfers between accounts or electronic bill payments.

**The stop payment feature within the Service CANNOT be used to cancel transfers and Bill Payments or debit card transactions.**

### **(B) Secure E-Mail for Address Changes, Ordering Documents, and Check Re-orders**

Additional features within the Service include: secure emails for address changes and document requests. The submission of requests, such as those for address changes, document requests, or check re-orders, will generate a secure email to the Bank. Generally, requests received through the Service's secure e-mail feature will be processed within one (1) to two (2) Business Days. For urgent requests, we recommend that you contact Customer Service by telephone or in person during regular business hours.

We also offer a secure direct link to Harland Clarke, our third party vendor for check reorders. This link will securely submit your reorder request directly to the check printer. There may be additional fees when you reorder checks through the Service. Fees will vary based on the style and quantity of checks ordered.

### **(C) Entitlements**

CUSTOMER(S) WILL BE SOLELY RESPONSIBLE FOR DESIGNATING AUTHORIZED USERS AND ASSIGNING PRIVILEGES WITHIN THE SERVICE AND FOR REMOVING THOSE PRIVILEGES AS NECESSARY. You agree that you, and not we, are responsible for supervising all of your Authorized Users and monitoring the actions they take on your behalf, whether or not we provide tools for managing their authority. All transactions that an Authorized User performs on an account within the scope of the authority you grant through the Service, including any transactions you did not want or intend, including, but not limited to, accessing e-statements, are transactions authorized by you. You are solely responsible for those transactions, and we are not responsible for them. If you revoke or change the authority of an



Authorized User using the Service, only transactions that you did not want or intend and that the Authorized User performs after you change their authorization, and we have a reasonable opportunity to act on that notice, will be considered unauthorized transactions.

You are responsible for ensuring that each Authorized User maintains the confidentiality of his or her Login ID, Password, and other security information. You agree that each Authorized User will access and use each Eligible Account, and the Service, in accordance with the authority given to the Authorized User by the owner of the Eligible Account. Each time the Authorized User accesses, views, or transacts on an Eligible Account or through the Service, you represent and warrant to us that the Authorized User's action is authorized by the owner of the Eligible Account. If we receive conflicting instructions, or if we believe that an Eligible Account's security or our security may be at risk as a result of an Authorized User, we may at our sole discretion terminate the Authorized User's access to the Service, or an Eligible Account, or prevent the individual from being an Authorized User, without prior notice to you or any account owner.

#### **(D) FNB Transfers**

The FNB Transfers feature allows you to make a single transfer to another Bank account holder or link another Bank account holder's account (for deposit purposes only) to your online banking Login ID. If you plan to make more than one transfer to the other account holder, or if you need to create a recurring or future-dated transfer, linking the account is required.

In order to initiate an FNB Transfer, you must provide the recipient's e-mail address and the last four digits of their Bank account to indicate where the funds are to be deposited.

The recipient account holder must be an Online Banking customer at the Bank with a valid e-mail address in order to complete the FNB Transfer.

#### **(E) Send Money**

The Send Money feature allows you to send money to anyone using your debit card. This feature is further governed by the separate First National Bank P2P Service (Send Money) agreement you must agree to in order to use the P2P (Send Money) service. Additional information about this feature is available in the separate P2P Service (Send Money) agreement as well.

#### **(F) External Transfers**

The External Transfers feature allows you to transfer money between your First National Bank of Bastrop accounts and accounts at other financial institutions. In order to initiate a transfer to an External Account, you must first add the External Account to your online banking profile.

To add an External Account, you must enter both the routing number and account number of the External Account. This will generate a series of Micro Deposits into the External Account. You must be able to verify the amount of the Micro Deposits before the External Account is added to your online banking profile. Once these amounts have been verified, you will have access to transfer funds between your Bank accounts and any External Accounts you wish to add.

The business day cut-off time to originate a transfer to or from an External Account is 3:00pm CST.

For security purposes, limits to external transfers do apply.

#### **(G) Financial Tools**

The Financial Tools feature allows you to create a budget and categorize your spending. This feature is further governed by the separate MX Digital Money Management Services (Personal Financial Management Tools) agreement you must agree to in order to use the Financial Management Tools service. Additional information about this feature is available in the separate MX Digital Money Management Services (Personal Financial Management Tools) agreement as well.

### **7. Business Online Banking Services**

Additional online features are currently available for Business Customers. These features may be subject to additional terms and conditions and agreements. The features currently available for Business Customers include:

- ACH Credit and Debit Origination
- Wire Transfer Requests
- Direct Deposit Originations
- EFTPS (Electronic Federal Tax Payment System)
- NACHA File Imports
- Balance Reporting
- Designating Authorized Users
- Positive Pay for issued checks and ACH

We may add or remove certain features and/or functionality from time-to-time. Business Customers interested in these services should contact us for additional information.

## 8. Fees

**Basic Online Banking Service:** (view balances and account transfers) No charge

### Bill Payment Fees:

- Consumer Customers – no fee
- Business Customers - \$4.95 monthly
- **Our bill pay service provider will charge a fee of \$25.00 for any ACH debits presented against your account and returned by the Bank. In addition, the Bank will assess a Nonsufficient Funds (NSF) Fee for each item created by check, debit, or other electronic means. If the item is paid, the Bank will assess an Overdraft Fee for each overdraft item paid by check, in-person withdrawal, ATM withdrawal, or other electronic means.**

**Same Day Bill Pay:** The ability to schedule a payment to be delivered the same day is available. An additional fee will be assessed in the amount of \$10.95 when requesting same day payment.

**Overnight Bill Pay:** The ability to schedule a payment to be delivered overnight via UPS is available. An additional fee will be assessed in the amount of \$16.95 when requesting overnight payments. Overnight payments will not be allowed to any P.O. Box, International or Military addresses as well as Hawaii or Alaska. The cut-off time for submitting overnight payments is 2:00 p.m. EST.

For Business Customers, additional charges may apply for services such as: ACH Origination, EFTPS, Wire Transfers, Positive Pay, or NACHA File Imports. These fees may vary and are subject to separate agreements.

There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply (i.e., NSF fees, Stop Payment fees, savings excessive withdrawal fees).

**You are responsible for any and all fees assessed by your Internet service provider, telephone or mobile device carrier. Any applicable fees will be charged regardless of whether the Online Banking Service was used during the billing cycle.**

**Overdraft (OD) Fee:** A fee of \$25.00 per item will be assessed for each overdraft item paid by check, in-person withdrawal, or other electronic means.

**Nonsufficient Funds (NSF) Fee:** a \$25.00 per item fee will be assessed for each item created by check, debit, or other electronic means that is returned unpaid.

**Stop Pay Fee:** There will be a Stop Payment fee of \$25.00 for each Stop Payment request submitted through the Online Banking Service. In addition, Stop Payment requests for bill payments issued through the bill pay service on Corporate Checks or Laser Drafts issued per your instructions will also be assessed a fee of \$25.00.

## 9. Enrollment Process

You must complete the enrollment process to use the Service. You can enroll for the Service on the Internet at the Bank's website at [www.fnbbastrop.com](http://www.fnbbastrop.com) or on the Bank's mobile app.

Business Customers interested in the commercial features of the Service should contact our Customer Service Dept. at (512) 321-2561 or you may send us a secure message through the Service.

Once you enroll in the Service, there is no additional enrollment process to utilize a mobile device.

## 10. Linking Internal and External Accounts

When you first enroll in the Service, we will link all of your Bank accounts on which you are either the primary or joint accountholder to one Login ID.

With the exception of sole proprietors, Business Customers **may NOT** link personal Consumer accounts to the Business access.

If the Eligible 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 Login ID and Password are authorized unless we have been notified to cancel the Service.

You may also choose to link accounts that you have at other financial institutions to your Online Banking Login ID. In order to link an external account, you must enter your login credentials from such other financial institution, including your username and password. You may remove a linked account at any time.

## 11. Signature Requirements

When an online transfer, ACH, wire transfer request or other Payment Instruction is initiated through the Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you.

If your account requires two signatures for withdrawal, you understand that we are unable to monitor or restrict the dual signature request.

Requirements for dual signatures on checks, if applicable, do NOT apply to Bill Payments or other transfers initiated through the Service.

You agree that any requirement of verifying two or more signatures on any item, such as checks, will not apply to electronic transfers, and we will have no liability when making these kinds of transfers without the requisite verification. This means that any person who is an authorized signer on your Bank account is authorized by you to individually make electronic transfers, even though that person's authority to transfer or withdraw funds from your Bank account by some other means (e.g., by check) must be exercised jointly with one or more other persons.

Authorized Users of Business Customers that may be assigned payment or transactional capabilities through the Service should be authorized by the Business Customer to make or approve electronic transfers, even though that person's authority to make transfers by other means may still require dual signatures.

If Authorized Users are not authorized persons on the signature card for each Linked Account, the Business Customer account owner(s) has the obligation to inform the Bank of the new individual or individuals with such authority. Such notice must be given to the Bank by calling us at (512) 321-2561. You may also write us at:

489 Hwy. 71 West  
P.O. Drawer F  
Bastrop, Texas 78602

## 12. Account Balances

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Online Banking cut-off time to be effective the same Business Day.

The balances within the Service are updated periodically and the Service will display the most current "as of" date on the "accounts" summary page. There may be situations that cause a delay in an update of your balances. The Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

## 13. Canceling or Changing Wire Transfer Requests

Business Customers may be authorized for online wire transfer services. In these situations, separate agreements will detail wire transfer limits and the required time-frames for submitting and making changes to these types of transaction requests.

If you have been approved for wire transfers, you may edit or delete these types of transactions prior to "approving" the transactions.

When a wire transfer request is approved for the current date, it is transmitted to us immediately for processing. If a change is necessary, you must contact us **immediately**; in these situations, we may not have sufficient time to stop transaction from further processing. Wire cut-off time is addressed in the separate wire transfer agreement.

## 14. Transaction Limitations

You may use the Service to check the balance of your Eligible Account(s) and to transfer funds among your Eligible Accounts at the Bank. You must have sufficient funds in your account to cover the amount of any online transfers and Bill Payments on the scheduled payment date set for the transaction, or the transaction may not be processed. NSF and/or overdraft charges may be incurred if Bill Payments exceed your account balance.

## 15. Privacy

We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You must read our Privacy Policy and Notice before completing the enrollment process for the Service. Our Privacy Policy is available at [www.fnbbastrop.com/privacy-policy](http://www.fnbbastrop.com/privacy-policy).

### (A) Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions;
- To offer our products and services to you;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- In order to comply with a governmental agency or court orders; or
- If you give us your written permission.

Please refer to our [Privacy Policy](#) for additional detail on disclosure of account information.

## 16. Internet Security

The Services utilize a comprehensive security strategy to protect your accounts and transactions conducted over the Internet.

*Login ID and Passwords* - One of the main security features protecting the Services is the unique combination of your Login ID and Password. During the enrollment process, you will be asked to select a unique Login ID and Password. For security purposes, do not use your account number or social security number as your Login ID. Encryption and access controls are used to protect your Password within our database. If you need to reset your Password, you may use our online automated Password reset feature or you may contact the Bank during regular business hours.

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 difficult to guess.
- You should **not** use words based on your name, address or other personal information.
- Special characters may be used to increase security.
- Do **NOT** use dictionary words.
- Keep your Password safe.
- Memorize your Password and do **NOT** write it down.
- You should also change your Password occasionally, such as every 90 days.
- Passwords should not be shared with anyone, even Authorized Users.

You agree to change your Password immediately if you suspect that your Password has been compromised.

**NEITHER THE BANK NOR ITS SERVICE PROVIDERS WILL CONTACT YOU BY TELEPHONE, EMAIL OR TEXT MESSAGING REQUESTING PERSONAL INFORMATION, SUCH AS YOUR LOGIN ID, PASSWORD, CREDIT CARD NUMBER, DEBIT CARD NUMBER OR PIN. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS TYPE OF INFORMATION, DO NOT PROVIDE ANY INFORMATION AND CONTACT OUR CUSTOMER SERVICE DEPARTMENT IMMEDIATELY.**

*Encryption* - The Services use the Secure Socket Layer (SSL) encryption technology for everything you do while using Online Banking. Your browser automatically activates this technology when it attempts to connect to our Online Banking Services. The Services require a browser that supports commercially reasonable level of encryption and we will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this *secure session* by changing the appearance of a small icon of a padlock at the bottom of the screen from "open" to "locked". What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

*Certificate Authority* - The servers hosting the Online Banking Services have been certified by a certificate authority to assure you that you are actually talking to the Online Banking Services instead of someone pretending to be us. By clicking on the lock within the Online Banking Services, you can view the certificate to ensure it's valid.

*Cookies* - During your use of the Online Banking Services, our Online Banking Service Provider will pass an encrypted *session cookie* to your computer that enables us to process multiple transactions during the session without having to provide a Login ID and Password for each individual transaction. You must accept this cookie to use the Online Banking Services. The *session cookie* is stored on your computer's hard-drive, identifying your computer while you are logged on. The *session cookie* does not contain any personal information. When you log off, close your browser, or turn off your machine, the *session cookie* will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account. Our Service Provider also uses persistent or "permanent" cookies to identify the Bank and your computer as part of our enhanced security. The permanent cookies will remain on your computer's hard drive until you clear cookies with your browser. If you do not accept these cookies, you may not be able to use all the features of the Online Banking Services.

*Multi-Level Authentication* – A Secure Access Code will be generated upon enrollment and will be required to complete the enrollment process. This 6-digit code could also be required for Business Customers utilizing dual authentication. Once the Secure Access Code is successfully entered, the user will be prompted to register their device. Multiple devices may be registered by the user. Logging in from a registered device will not require use of the Secure Access Code; however, logging in from an unregistered device will generate a Secure Access Code. The Secure Access Code will be delivered to the mobile number on your customer profile.

## 17. Your Security Obligations

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER INCLUDING BUT NOT LIMITED TO THE USE OF UPDATED ANTI-VIRUS PROTECTION.

NEITHER THE BANK NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSWORD, OR MALFUNCTION OF YOUR COMPUTER OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER AND SOFTWARE.

- All Authorized Users should sign-off after every session. While online sessions will automatically end after a period of inactivity, logging off can help protect you in case you accidentally leave your computer unattended.
- Refrain from using public computers (e.g. computers in a library, Internet cafe or hotel business center) to access your online banking accounts. The security of public or shared computers cannot be assured.
- Always keep your computer's operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Online Banking Services.
- Always keep your anti-virus and anti-spyware software current and routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or malicious software (malware) may affect the performance of your computer or mobile device, corrupt and destroy your programs, files, and even your hardware. Furthermore, undetected or un-repaired viruses or malware may affect the security of online accounts and the privacy of personal information stored on your computer. If your computer is compromised by some form of malware, virus, or Trojan, you could unintentionally transmit sensitive account information or personal data to another third party or transmit a virus to other computers.
- Always use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- If you use a wireless Internet connection to access your online accounts, make sure that the wireless network is encrypted.

Occasionally we may post important security notices on our website and/or send online banking users security related notices or reminders; it is your responsibility to read all security notices.

Please refer to Section 21 for consumer protections under Regulation E.

## **18. Protecting Your Password**

When you or your Authorized Users accept the terms and conditions of this Agreement, you agree not to give or make available your Password or other means to access your account to any unauthorized individual(s). You are responsible for all transactions authorized or requested through the Online Banking Services using a valid Login ID and Password, including those situations when your Login ID and Password are obtained due to compromise to your computer. If you permit other persons to use the Online Banking Services with your Password, or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your Password or other means to access your account has been lost or stolen or that someone may attempt to use the Online Banking Services without your consent or has transferred money without your permission, you must notify us at once by calling (512) 321-2561 during customer service hours. You can also contact us by sending a secure message through the Online Banking Services.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSWORD TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSWORD TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE ONLINE BANKING SERVICES BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AN AGGREGATION SERVICE PROVIDER, OR WHEN YOUR PERSONAL COMPUTER IS COMPROMISED BY A KEY STROKE LOGGING VIRUS OR ANY OTHER TYPE OF MALWARE).

You agree that we may send notices and other communications, including Password change confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual.

## **19. Our Liability for Failure to Complete Transactions**

We will use commercially reasonable efforts to make all your transfers and Bill Payments properly. However, we shall incur no liability and any Bill Payment Service Guarantee shall be void if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Eligible Account(s) and/or Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account (if applicable);
2. The Service and/or the payment processing center are not working properly and you know or have been advised by the Bank and/or its Service Providers about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller;
4. Your Eligible Account(s), including either your Payment Account or Billing Account, is closed;
5. If your computer, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transfer or Bill Payment;
6. It can be shown that the Biller received the Bill Payment within the normal delivery timeframe and failed to process the payment through no fault of ours;
7. The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
8. We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
9. Circumstances beyond control of the Service, our Service Providers, and the Bank (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from any of your Eligible Account(s), or Payment Account, or causes funds from your Payment Account to be directed to a Biller, which does not comply with your Payment Instructions, the Bank and/or its Service Providers shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

## **20. Documentation and Verification of Payments and Transfers**

Information regarding Online Banking and Bill Payment transactions will be reflected on the account detail in the Service and in your regular monthly account statement(s).

## **21. Provisions Applicable Only to Consumer and Sole Proprietors Deposit Accounts**

### **(A) Errors and Questions**

In case of errors or questions about your electronic transactions, you should notify us as soon as possible through one of the following methods:

- Telephone us at (512) 321-2561 during customer service hours;
- Contact us by using the secure messaging feature within the Service; or
- Write to us at 489 Hwy. 71 West, P.O. Drawer F, Bastrop, Texas 78602

If you think your statement is incorrect or you need more information about an electronic transfer or Bill Payment transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. (Please refer to account-opening documents for all further EFT transactions.) You must:

1. Tell us your name, relevant Service account number(s) and Username;

2. Describe the error or the transaction in question and explain as clearly as possible why you believe it is an error or why you need more information and;
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation (90 days if the transfer involved a new account, a POS transaction, or a foreign-initiated transfer). If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

For errors regarding electronic transactions on new consumer accounts, we may take up to 90 days to investigate your complaint or question. We may take up to 20 Business Days to credit a new account for the amount you think is in error.

If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

### **(B) Consumer Liability for Unauthorized Transfers**

Tell us **AT ONCE** if you believe your Username or Password has been lost or stolen. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum Overdraft Privilege Limit, if applicable).

If customers who are Consumers tell us within two (2) Business Days after you discover your Password, Login ID were used or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your Password, Login ID or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your monthly account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

## **22. Provisions Applicable Only to Business Accounts**

### **(A) Protecting Your Account(s)**

The Service will allow Business Customers to establish individual Login ID's, Passwords and privileges for each Authorized User. BUSINESS CUSTOMER(S) WILL BE SOLELY RESPONSIBLE FOR DESIGNATING AUTHORIZED USERS AND ASSIGNING PRIVILEGES WITHIN THE SERVICE AND WILL BE RESPONSIBLE FOR REMOVING THOSE PRIVILEGES AS NEEDED.

As a security measure, Business Customers should evaluate and implement the dual control features within the Service for ACH Origination and wire transfers.

### **(B) ACH Origination**

Authorized Users of Business Customers who have been approved for ACH Origination privileges may edit, delete, or "un-approve" ACH transactions prior to the scheduled date for the transaction. Separate agreements will detail the required time-frames for submitting and making changes to ACH transactions.

If ACH batch transactions have been approved and submitted to us for processing, you must contact us immediately if any changes are necessary after the designated cut-off time. In these situations, we may not have sufficient time type to stop the transactions from processing before the scheduled payment date.



### **(C) Positive Pay**

If you execute our separate Positive Pay agreement, and comply with the procedures and instructions, you will be permitted to utilize our Online Banking Services to transmit to the Service your issued check file and eligible ACH transactions for daily reconciliation with transactions presented to the Bank for payment. A daily exception report is available through this Service which allows you to review incoming exception items and instruct us to pay or return such items.

Under the terms of this Service, if we do not receive your pay or return instructions for exception items by the designated deadline (cut-off time) we shall be entitled to pay suspect items.

You must comply with this Agreement, and the procedures and instructions as set forth in the separate Positive Pay agreement (which you must agree to in order to use the Positive Pay Services) and any other procedures or instructions we may furnish or make available to you. Positive Pay services are subject to fees which will be separately disclosed to you.

### **(D) Business Customer Liability**

BUSINESS CUSTOMER REPRESENTS AND WARRANTS THAT ITS AUTHORIZED USERS HAVE THE APPROPRIATE AUTHORITY TO INITIATE TRANSACTIONS THROUGH THE SERVICE. BUSINESS CUSTOMER ALSO REPRESENTS AND WARRANTS THAT IT MAINTAINS OR REQUIRES CURRENT AND UPDATED ANTI-VIRUS SOFTWARE ON ALL COMPUTERS USED TO ACCESS THE ONLINE BANKING SERVICES BY IT OR ON ITS BEHALF.

BUSINESS CUSTOMER AUTHORIZES THE BANK AND ITS SERVICE PROVIDERS TO ACT UPON, AND AGREES TO BE BOUND BY, ANY TRANSACTION, WHETHER OR NOT AUTHORIZED, THAT IS INITIATED WITH A LOGIN ID, PASSWORD, SECURE ACCESS CODE OR SECURITY TOKEN OF ANY AUTHORIZED USER(S).

FURTHERMORE, ANY INSTRUCTIONS, DIRECTIONS, OR OTHER INFORMATION PROVIDED BY THE BUSINESS CUSTOMER, OR ANY OF ITS AUTHORIZED USERS, WILL BE DEEMED TO HAVE BEEN AUTHORIZED BY THE BUSINESS CUSTOMER. THE BANK AND ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE FOR VERIFYING THE IDENTITY OR AUTHENTICITY OF ANY PERSON CLAIMING TO BE AN AUTHORIZED USER OF THE BUSINESS CUSTOMER.

BUSINESS CUSTOMER ASSUMES ANY AND ALL LIABILITY ARISING FROM THE USE OR MISUSE OF THE SERVICE OR ELIGIBLE ACCOUNTS BY ITS AUTHORIZED USERS OR AS A RESULT OF A COMPROMISED COMPUTER DUE TO A BREACH OF ANY OF THE FOREGOING WARRANTIES. BUSINESS CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS THE BANK AND ITS SERVICE PROVIDERS FOR ANY LIABILITY AND DAMAGES RESULTING FROM OR ACTING UPON ANY TRANSACTION, DIRECTION, INSTRUCTION, OR INFORMATION THAT IS INITIATED WITH A LOGIN ID, PASSWORD, SECURE ACCESS CODE OR SECURITY TOKEN OF BUSINESS CUSTOMER'S AUTHORIZED USER(S) REGARDLESS OF WHETHER SUCH TRANSACTION, DIRECTION OR INSTRUCTION IS MADE BY AN AUTHORIZED USER.

BUSINESS CUSTOMER AGREES THAT WE MAY SEND NOTICES AND OTHER COMMUNICATIONS, INCLUDING EMAILS, TO THE CURRENT ADDRESS SHOWN IN OUR RECORDS, WHETHER OR NOT THAT ADDRESS INCLUDES A DESIGNATION FOR DELIVERY TO THE ATTENTION OF ANY PARTICULAR INDIVIDUAL. YOU FURTHER AGREE THAT THE BANK AND/OR ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU IN ANY WAY IF INFORMATION IS INTERCEPTED BY AN UNAUTHORIZED PERSON, EITHER IN TRANSIT OR AT YOUR PLACE OF BUSINESS. IN ADDITION, YOU AGREE TO:

- REQUIRE ALL AUTHORIZED USERS TO KEEP PASSWORDS AND SECURITY TOKENS SECURE AND STRICTLY CONFIDENTIAL; AND
- IMMEDIATELY NOTIFY US AND SELECT A NEW PASSWORD IF YOU OR YOUR AUTHORIZED USERS BELIEVE YOUR PASSWORDS MAY HAVE BECOME KNOWN TO AN UNAUTHORIZED PERSON OR YOUR SECURITY TOKENS ARE BEING USED BY AN UNAUTHORIZED PERSON.

WE MAY DISABLE PASSWORDS OR SECURITY TOKENS OF AUTHORIZED USERS EVEN WITHOUT RECEIVING SUCH NOTICE FROM YOU IF WE SUSPECT PASSCODES ARE BEING USED IN AN UNAUTHORIZED OR FRAUDULENT MANNER.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR THE DEVELOPMENT AND IMPLEMENTATION OF ALL COMMERCIALY REASONABLE SECURITY PROCEDURES TO PROTECT THEIR COMPUTER SYSTEMS USED TO ACCESS THE SERVICE.

THE BANK AND ITS SERVICE PROVIDERS SHALL HAVE NO OBLIGATION, LIABILITY OR CONTROL, EITHER DIRECTLY OR INDIRECTLY CONCERNING THE BUSINESS CUSTOMERS' SELECTION OF SECURITY SYSTEMS OR DEVICES USED TO PROTECT ITS COMPUTER SYSTEM(S). FURTHERMORE, NEITHER THE BANK NOR ITS SERVICE PROVIDERS SHALL HAVE CONTROL OVER BUSINESS CUSTOMERS' DEVELOPMENT OR IMPLEMENTATION OF SAID SECURITY PROCEDURES OR THE FAILURE OF BUSINESS CUSTOMER TO MAINTAIN SAID PROCEDURES.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM ANY AUTHORIZED OR UNAUTHORIZED ACCESS TO THE SERVICE USING A VALID LOGIN ID AND PASSWORD, AND ANY SECURITY TOKENS ISSUED TO YOU.

#### **(E) Commercially Reasonable Security Procedures**

WHEN YOU ACCEPT THIS AGREEMENT AND USE THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES INCLUDE SECURITY MEASURES WHICH ARE COMMERCIALY REASONABLE.

YOU AGREE TO BE BOUND BY OUR SECURITY PROCEDURES AND INSTRUCTIONS, WHICH MAY BE PERIODICALLY UPDATED. YOU AGREE TO REVIEW AND IMPLEMENT ALL SECURITY PROCEDURES AVAILABLE IN CONNECTION WITH THE ONLINE BANKING SERVICES, INCLUDING PROCEDURES TO PROTECT THE CONFIDENTIALITY OF YOUR LOGIN ID AND PASSWORD AND THE SAME FOR YOUR AUTHORIZED USERS. YOU AGREE TO NOTIFY THE BANK IN THE EVENT THAT YOUR USE OF THE ONLINE BANKING SERVICES WOULD NECESSITATE OR BE BETTER SERVED BY A LEVEL OF SECURITY THAT EXCEEDS THAT OFFERED BY THE ONLINE BANKING SERVICES. IF YOU FAIL TO NOTIFY THE BANK, YOU ACKNOWLEDGE AND AGREE THAT THE SECURITY ASPECTS OF THE ONLINE BANKING SERVICES ARE APPROPRIATE FOR YOUR NEEDS AND WILL PROVIDE YOU WITH A COMMERCIALY REASONABLE DEGREE OF SECURITY AGAINST UNAUTHORIZED USE.

#### **(F) Errors and Questions**

In case of errors or questions about your transactions, you should as soon as possible notify us through one of the following methods:

Telephone us at: (512) 321-2561 during customer service hours;

Write us at: 489 Hwy. 71 West, P.O. Drawer F, Bastrop, Texas 78602

#### **(G) Business Customer Liability for Unauthorized Transfers**

Generally, you must notify us of errors, discrepancies, or possible unauthorized transactions as soon as possible upon learning of the discrepancy. The error resolution provisions which are applicable to consumers and Consumer Accounts do not apply to Business and other non-Consumer Accounts. You agree to provide notice of, and at the Bank's request, an affidavit or statement, regarding the problem within a reasonable amount of time not to exceed fourteen (14) calendar days from the date of discovery or receipt of the first statement, report or notice reflecting the problem, whichever occurs first. If you fail to notify us within sixty (60) days after you have received notice of an unauthorized or erroneous transaction, the Bank will not owe you any interest on the amount in question, even if we are otherwise liable to you in connection with the transaction. Certain ACH transactions have a shorter return timeframe.

The Bank and its Service Providers shall have no liability to you for any unauthorized transactions made using your Password that occurs before you have notified us of any possible unauthorized use and we have had a reasonable opportunity to act upon that notice.

#### **(H) Limitation of Institution Liability**

THE BANK AND ITS SERVICE PROVIDERS WILL BE DEEMED TO HAVE EXERCISED ALL DUE CARE AND TO HAVE ACTED REASONABLY IF WE ACT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE

LIABLE FOR LOSS SUSTAINED BY YOU ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY OUR WILLFUL MISCONDUCT. THE BANK AND ITS SERVICE PROVIDERS WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE:

- RELATED TO THE DISHONESTY OF THE BUSINESS CUSTOMER'S EMPLOYEES, OFFICERS, AGENTS, OR AUTHORIZED USERS;
- RESULTING FROM ANY RECEIVING FINANCIAL INSTITUTION'S FAILURE TO ACCEPT ANY PAYMENT OR FUNDS TRANSFER REQUEST;
- RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THIS AGREEMENT, WHICH IS CAUSED BY AN ACT OF GOD, FIRE OR OTHER CASUALTY, ELECTRICAL OR COMPUTER FAILURE, DELAYS OR FAILURE TO ACT BY ANY CARRIER, MEDIUM OR AGENT OPERATING BETWEEN FIRST NATIONAL BANK OF BASTROP AND THIRD PARTIES, OR ANY OTHER CONDITION OUTSIDE OF OUR CONTROL.

IF THE BANK AND/OR ITS SERVICE PROVIDERS FAIL OR DELAY IN MAKING A PAYMENT OR TRANSFER PURSUANT TO YOUR INSTRUCTION, OR IF WE MAKE A PAYMENT OR TRANSFER IN AN ERRONEOUS AMOUNT WHICH IS LESS THAN THE AMOUNT PER YOUR INSTRUCTION, UNLESS OTHERWISE REQUIRED BY LAW OUR LIABILITY SHALL BE LIMITED TO INTEREST ON THE AMOUNT WHICH WE FAILED TO TIMELY PAY, CALCULATED FROM THE DATE ON WHICH THE PAYMENT OR TRANSFER WAS TO BE MADE UNTIL THE DATE IT WAS ACTUALLY MADE OR YOU CANCELED THE INSTRUCTION.

WE MAY PAY SUCH INTEREST EITHER TO YOU OR THE INTENDED RECIPIENT OF THE PAYMENT OR TRANSFER, BUT IN NO EVENT WILL WE BE LIABLE TO BOTH PARTIES, AND OUR PAYMENT TO EITHER PARTY WILL FULLY DISCHARGE ANY OBLIGATION TO THE OTHER. IF WE MAKE A PAYMENT IN AN ERRONEOUS AMOUNT WHICH EXCEEDS THE AMOUNT PER YOUR PAYMENT INSTRUCTION, OR IF WE PERMIT AN UNAUTHORIZED PAYMENT AFTER WE HAVE HAD A REASONABLE TIME TO ACT ON A NOTICE FROM YOU OF POSSIBLE UNAUTHORIZED USE AS DESCRIBED ABOVE, UNLESS OTHERWISE REQUIRED BY LAW, OUR LIABILITY WILL BE LIMITED TO A REFUND OF THE AMOUNT ERRONEOUSLY PAID, PLUS INTEREST THEREON FROM THE DATE OF THE PAYMENT TO THE DATE OF THE REFUND, BUT IN NO EVENT TO EXCEED SIXTY (60) DAYS INTEREST.

IF WE BECOME LIABLE TO YOU FOR INTEREST COMPENSATION UNDER THIS AGREEMENT OR APPLICABLE LAW, SUCH INTEREST SHALL BE CALCULATED BASED ON THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK. FOR EACH DAY INTEREST IS DUE, COMPUTED ON THE BASIS OF A THREE HUNDRED SIXTY (365) DAY YEAR.

NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST FIRST NATIONAL BANK OF BASTROP AND ITS SERVICE PROVIDERS UNDER THIS AGREEMENT. THE TERMS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

### **(I) Indemnification**

Business Customer(s) and its Authorized Users will defend, indemnify and hold harmless the Bank and its Service Providers against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by the Bank through the Service; (ii) any breach of the provisions of this Agreement; (iii) any request for stop payment; (iv) any dispute between you and any third party in connection with the use of the Online Banking Services; and (v) any and all actions, suits, proceeding, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive termination of this Agreement.

### **23. Alterations and Amendments**

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you. Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's most recent revisions and updates.

### **24. Address, E-mail, or Payment Account Changes**

We will send you e-mails and/or secure messages through the Service regarding important Online Banking and Bill Payment matters and/or changes to this Agreement. You must provide us your current e-mail address in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made either within the Service or by contacting our Customer Service Department at (512) 321-2561.

Any changes to your Eligible Account(s), Payment Account, or Billing Account should also be made in accordance with the procedures outlined above.

We are not responsible for any Bill Payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

## **25. Service Termination, Cancellation, or Suspension**

In the event you wish to cancel the Service, please contact our Customer Service Department or send us a secure email through the Service.

Any Bill Payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All scheduled Bill Payments, including automatic payments, will not be processed once the Service is cancelled. You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend your access to one, several or all of the Services at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement. We will not be required to reinstate or re-activate your access.

Access to our Services may be canceled in whole or part without prior notice due to insufficient funds in one of your Eligible Accounts, if you violate any terms of this Agreement or any other agreement you have with us, or any other circumstances that may create an unanticipated liability to us.

Your access to these Services may be terminated if there is no login activity during a twelve month period.

If your Eligible Account(s) is closed or restricted for any reason, your access to the Services may be terminated.

After termination or suspension of the Services, we may consider reinstatement once sufficient funds are available in your Eligible Accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service(s), you must call our Customer Service Department.

## **26. Exclusions of Warranties and Limitation of Damages**

THE ONLINE BANKING SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE ONLINE BANKING SERVICES ARE SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE ONLINE BANKING SERVICES WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

WE ARE NOT RESPONSIBLE FOR AND YOU AGREE TO HOLD US HARMLESS FROM ANY DAMAGES, LOSSES, COSTS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF OR IN CONNECTION WITH ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE, OR YOUR FAILURE TO OBTAIN ADEQUATE ONLINE SECURITY HARDWARE AND SOFTWARE, NOR WILL WE BE RESPONSIBLE FOR ANY COMPUTER VIRUSES THAT AFFECT YOUR COMPUTER OR MOBILE DEVICE OR SOFTWARE WHILE USING THE ONLINE BANKING SERVICES. IN ADDITION, WE WILL NOT BE RESPONSIBLE FOR ANY THIRD PARTY ACCESS OR ATTEMPTED ACCESS TO YOUR COMPUTER OR SOFTWARE WHILE USING THE ONLINE BANKING SERVICES OR OUR WEBSITE.

WE ARE NOT RESPONSIBLE AND YOU AGREE TO HOLD US HARMLESS FOR SECURITY BREACHES CAUSED BY OR ARISING FROM A BREACH OF YOUR COMPUTER SYSTEM, INTERNET PROVIDER OR YOUR MOBILE DEVICE CARRIER.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER INCLUDING BUT NOT LIMITED TO THE USE OF UPDATED ANTI-VIRUS PROTECTION.

NEITHER THE BANK NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSWORD, OR MALFUNCTION OF YOUR COMPUTER, MOBILE DEVICE OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER, MOBILE DEVICE AND SOFTWARE.

THE FOREGOING SHALL CONSTITUTE THE BANK AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE BANK OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE ONLINE BANKING SERVICES.

### **27. No Unlawful or Prohibited Use**

As a condition of using the Online Banking Services, you represent and warrant to us that you will not use Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation.

You further warrant and represent that you will not use the Online Banking Services in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

### **28. Assignment**

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

### **29. No Waiver**

The Bank and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **30. Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

### **31. Severability**

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable.

### **32. Disputes**

In the event of a dispute regarding any Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of the Bank and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

### **33. Waiver of Trial by Jury**

The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. This provision is a material inducement for the parties entering this Agreement.

### **34. Ownership of Material**

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by the Bank and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

### **35. Governing Law and Relation to Other Agreements**

Accounts and Services provided by the Bank may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately. If this Agreement conflicts with any other agreement you have with us, then this Agreement will control and take precedence, but only to the extent necessary to resolve the conflict or inconsistency. In the event of an inconsistency between a provision of this Agreement and the Texas Uniform Commercial Code, or any other law or regulation which permits waiver or modification by agreement, the provisions of this Agreement shall prevail.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions; provided, however, that any dispute solely between you and our Bill Payment Service Provider shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. In addition, any dispute arising from or related to your accounts with the Bank or the Service shall also be governed by federal laws and regulations, Federal Reserve Bank Rules and Operating Circulars, local clearing house rules, Automated Clearing House rules, and general bank practices applicable to similar types of accounts.

Revised 9/27/2018

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### **Proceed with Enrollment for the Service.**

By clicking on the "I Accept" button below you represent that you are the owner of an Eligible Account to be enrolled in the Service and/or have been authorized by the owner to enroll for the Service. Clicking on the "I Accept" button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format.

If you do not accept, then choose "I Do Not Accept" below.

If you click "I Do Not Accept" you can still enroll at a later time. You will still be asked to accept the terms and conditions of this Agreement at that later time.