

# First State Bank

## Digital Banking Services Access Agreement rev 11.2025

### Introduction

This Digital Banking Services Agreement (“Agreement”) for accessing your accounts via First State Bank’s website or mobile app explains the terms and conditions governing the Bank’s Digital Banking, Bill Payment, e-Statements, Notices and other Digital Services offered through the Bank. This agreement is in addition to the Deposit Account Agreement you received when opening your account.

By using Digital Services, you agree to abide by the terms and conditions of this Agreement. You agree to receive this Agreement and Initial Disclosures in person, or electronically, if enrolling online. By accessing any of your eligible accounts through First State Bank’s Digital Banking Services, you acknowledge your receipt and understanding of this disclosure.

### Definitions

**You or Your** - refers to the accountholder and anyone authorized by the accountholder to exercise control over the Accounts through Digital Services.

**We, Us or Our** – refers to First State Bank (“the Bank”)

**Business Day** – our business days are Monday-Friday, excluding Federal holidays. You may use this Service 24 hours a day, seven days a week, except during periods of maintenance.

### Security and Privacy

By accessing Digital Services, you acknowledge the importance of your role in preventing misuse of your accounts and agree to promptly examine activity for each of your accounts. The Bank undertakes no obligation to monitor transactions through Digital Services to determine that they are made on your behalf. For additional information, please review the Security Statement on the Bank’s website.

We understand how important privacy is to our customers and have taken steps to ensure the security and privacy of your personal information and financial dealings with the Bank. Our customer privacy statement is available to review and print by clicking on any Privacy Policy link throughout the Bank’s website. This statement is provided at account opening and annually thereafter.

### Login Security

Keep your Digital Services passwords and account information confidential. We will never ask you for this information.

Passwords and Login IDs are case sensitive and require 8-25 characters, consisting of alpha, numeric and special character.

The Bank recommends passwords be:

- 1) Strong and unique
  - a. Random strings of mixed-case letters, numbers & symbols
  - b. Memorable Pass Phrases
  - c. Not utilized for other sites
- 2) Changed a minimum of every 12 months
  - a. The Bank reserves the right to require a password change at any time, and when deemed necessary
- 3) Memorized
  - a. Do not write them down
  - b. Do not use Windows built in Credential (password) Manager

**4) Not Shared**

- a. We strongly advise against the sharing of usernames & passwords
- b. Any person(s) with your Online Banking ID and password will have complete access to your account and the ability to perform all transactions, including transfer of funds (internally & externally)
- c. Creates a significant security risk
- d. Could void the Banks Fraud Protection

In addition to a unique username and password, the Bank requires Multifactor Authentication utilizing an out-of-band (OOBA) code. This code can be received in multiple ways and should NEVER be provided to anyone. A Bank representative will not request this code from you when assisting you with the login process. If someone contacts you asking for it, it is a scam. Fraudsters often impersonate bank staff to gain access to your account. If anyone asks for your password or code, hang up and contact us immediately.

If you need assistance with access to your accounts, contact the Digital Support Department at 940-665-1711.

If you believe your access ID and password have been lost or stolen or that someone has unauthorized access to your Digital Services Profile, you MUST contact the Bank immediately at 940-665-1711-

**Error Resolution Procedures for Consumer Accounts:**

Send us a secure message or call us at 940.665.1711

Contact the Bank immediately if you think your account statement is wrong or need more information about a transaction listed on the statement. The Bank must be notified no later than sixty (60) days after the FIRST account statement on which the problem or error appeared was mailed or made available through Electronic Statement Delivery (if enrolled in Electronic Statement Delivery), and you must:

- Provide your name and account number
- Describe the error or the transaction you are unsure of, and explain as clearly as you can why you believe it is an error or why you need more information
- Provide the dollar amount of the suspected error

If you tell us verbally, the Bank may require that you send your complaint or question in writing within ten (10) Business Days. The Bank may also require you to provide your complaint in the form of a sworn statement / affidavit

Additional information can be found in your Deposit Account Agreement.

## **Secure Messaging / Live Chat**

When accessing Digital Banking through a web browser, you have the option to send Secure Messages or initiate Live Chats. These communications are monitored by our Digital Support team and will be responded to during regular business hours.

Please note: responses to Secure Messages will appear in your Digital Banking Inbox under the "Messages" section, while Live Chat replies will open in a separate window.

## **Electronic Mail (E-mail)**

You may use electronic mail (e-mail) through the Internet to ask general questions and to provide comments to the Bank. Do not use e-mail to send us sensitive information, such as debit card numbers, PIN numbers, passwords, Social Security numbers, Account Numbers or other important and confidential information.

The Bank will never ask for sensitive information from you via e-mail.

## **Mobile Banking Text Messages**

Text messages to the bank using the 833.372.2265 phone number are not secure. Please do not include sensitive information such as debit card numbers, PINs, Social Security numbers, account numbers, or other confidential details. These messages are monitored by our Digital Support team and will be addressed during regular business hours.

For inquiries involving sensitive information, please contact the bank at 940.665.1711 or send a secure message through your Mobile Banking Application. This may be located under the "Messages" section.

## **Digital Banking Services**

These Digital Banking Services listed below are available at no monthly charge. However, fees as described in the account disclosures or Schedule of Fees, may apply.

### **Account Balances**

Limitations apply to the information that you receive about your account(s). Please be aware that balances in your accounts may differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges.

### **Transfers Initiated through Digital Banking Services**

A transfer initiated before the end of the Bank's Business Day is posted to your account the same day. All transfers completed after the end of the Bank's business day or on a Saturday, Sunday or banking holiday will be posted on the next bank business day.

There are no fees for transferring funds between your accounts.

## **Bill Payments**

Through First State Bank's Digital Services, you may subscribe to our optional Bill Payment service. Bill Payment allows you to schedule payments for current, future and recurring bills from your checking account. You must designate a specific account as your Bill Payment account.

We do not permit the use of Money Market or Savings accounts for Bill Pay services due to the restricted number of transactions allowed with these types of accounts.

By furnishing your payees (merchants and/or individuals) names and addresses, payment dates and dollar amount, you are providing authorization. When payment instructions (current or future date) are received, via the internet, we will remit funds on that date, to the payee, using the funds from your selected account(s).

We are not obligated to pay funds from your account(s) if the account balance is insufficient to cover the payment, unless your account has Overdraft Services in an amount sufficient to cover the payment. Electronic Payments are withdrawn on the date sent, where payments by check are not withdrawn until the check is presented for payment.

The bank is not responsible for late fees or finance charges if you do not:

- Confirm Payee instructions
- Schedule payment in advance of the due date.

Refer to the Bill Payment agreement for recommended timeframes

Bill Pay accounts inactive for more than 90 days are subject to being disabled. For general Bill Pay services and fees, please contact us at 940-665-1711.

## **Person to Person Payments (P2P)**

Through First State Bank's Digital Services, you may subscribe to our optional P2P service. P2P is designed for payments to individuals or businesses. The sender must be a customer or the bank. The recipient of the payment can be anyone in the United States with a checking or savings account at a bank or credit union.

P2P is available for individual P2P payments (C2C), and consumer to business (C2B) payments. The seamless experience helps users easily move their money.

## **Digital Wallets**

First State Bank offers the ability to add your debit card for digital wallet access. With a secure digital wallet, you can pay with your phone in-store, online and in apps with just your device – once your debit card has been ordered. With digital wallet, experience the convenience and security of managing your finances all from the palm of your hand. First State Bank currently offers digital wallet access through Apple Pay, Google Pay & Samsung Pay on both Apple and Android devices.

## **Text Banking and Text Alerts**

Text Banking includes receiving account information in response to a Text Command as well as scheduling regular Text Alerts through your online banking. In order to utilize Text Banking, you must have at least one First State Bank account.

By consenting to this agreement, you agree that we may call or send text messages to all users listed at the telephone numbers that you provide to us, including a cell phone number, which may result in charges, for fraud alerts or transactional purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., auto dialer). Additionally, you agree that we may send electronic communication to all users listed at the email addresses you provide to us. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.

You may contact First State Bank's Customer Service at 940-665-1711 for any questions or to discuss

opting out. You may reference our SMS Terms and Conditions and our SMS Privacy Policy at [www.FirstState.Bank](http://www.FirstState.Bank).

It is your sole responsibility to ensure your device(s) are compatible with and capable of operating in a manner that allows you to utilize Text Banking securely, including, but not limited to, installing current software manufacturer provided patches and current anti-virus/anti-spyware software.

Text Banking is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your accounts. This service may not be encrypted and may include personal or confidential information about you, such as your account activity or status. You agree to protect your communications device that receives information through this service and not to let any unauthorized person have access to the information we provide to you through this service. You have the sole responsibility for maintaining the safety, security and integrity of the Mobile Device you will use to send and receive SMS messages. You agree not to use Text Banking or the content or information delivered through Text Banking in any way that would be considered illegal.

Receipt of account information through Text Banking may be delayed or impacted by factor(s) pertaining to your phone carrier or other parties. We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Also, nothing about Text Banking creates any new or different liability for us beyond what is already applicable under your existing account agreements.

There is no additional bank service fee for using Text Banking.

You are responsible for any and all charges, including, but not limited to, fees otherwise applicable to your account(s) and fees associated with SMS messaging imposed by your communications service provider. Message and data rates may apply. Such charges may include those from your communications service provider. Message frequency depends on user preferences.

## **Electronic Statements and Notices**

Electronic statements and notices are only available to Digital Banking customers. Sign up for e- statements and notices via Digital Banking and receive an e-mail or text notification when your statement or notice is available.

## **Mobile Banking Services**

Mobile Banking is offered to customers via our mobile app-downloaded to your device (i.e., iPhone, iPad or Android).

It is your responsibility to maintain the most current version of our mobile app on the mobile device you use to access the Services. For example, if we add features or benefits to the Service, you may be unable to access them if you do not have the most current version of the mobile app.

## **What Can You Do with Mobile Banking?**

- **Account information**
- **Card Lock**
- **Consumer Loan Application (non-real estate)**
- **Deposit Account Applications**
- **Deposit Checks (subject to approval)**
- **Digital Wallet Enrollment**
- **Dispute Unauthorized Debit Card Transactions**
- **Find our Locations**
- **Money Desktop (on qualifying products)**
- **P2P: Pay a Person (on qualifying products)**
- **Pay Bills (subject to approval)**
- **Re-order checks**
- **Transfer funds between accounts**
- **View Check Images**

## **Linking and Displaying Eligible Accounts**

If you enroll for Digital Banking Services, certain eligible accounts on which you are an owner or authorized signer may be automatically linked and displayed. The linked and displayed eligible accounts through Digital Banking may be subject to certain limitations and restrictions. Eligible accounts that are linked together will appear on your Account Summary page without regard to who else may have an ownership interest in each eligible account.

If you are authorized to enter into an Agreement for the Business Digital Banking Service for another business, and if you are requesting to link the accounts of the separate businesses to the Digital Banking Profile covered by this Agreement, an additional signed form is required. Business accounts with the same authorized signers but different ownership/Tax ID numbers may be linked together at your own risk and are subject to Bank approval. The Bank discourages the practice and does not assume financial liability or privacy issues that result from linking unrelated Tax ID number accounts. The Bank reserves the right to discontinue this linkage without prior notice.

## **TERMS AND CONDITIONS**

The first time you access your Account(s) through First State Bank's Digital Services, you confirm your agreement to be bound by all of the terms and conditions of this Agreement. Your actions also acknowledge your receipt and understanding of this Agreement.

### **Exclusion of Damages; General Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, BANK AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, SHALL NOT BE LIABLE TO ME OR TO ANY OTHERS FOR DAMAGES IN EXCESS OF MY ACTUAL LOSSES OR DAMAGES UP TO THE AMOUNT OF THE TRANSFER DUE TO BANK'S FAILURE TO COMPLETE A TRANSFER. BANK WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES), WHETHER CAUSED BY THE EQUIPMENT AND/OR THE SERVICES, NOR WILL BANK BE RESPONSIBLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF MY EQUIPMENT. THE ONLINE BANKING SERVICES ARE PROVIDED "AS IS." I UNDERSTAND THAT BANK DOES NOT MAKE ANY WARRANTIES CONCERNING THE SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ME. I MAY ALSO HAVE

OTHER RIGHTS THAT VARY FROM STATE TO STATE.

### **Indemnification**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, I AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS BANK AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, FROM AND AGAINST ALL DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BROUGHT BY ANY PERSON ARISING FROM OR RELATING TO MY ACCESS AND USE OF THE ONLINE BANKING SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ALLEGING FACTS THAT IF TRUE WOULD: (i) CONSTITUTE A BREACH BY ME OF THIS AGREEMENT; (ii) CONSTITUTE INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF INFORMATION, DATA, FILES OR OTHER MATERIALS SUBMITTED BY ME TO THE ONLINE BANKING SERVICES; (iii) CONSTITUTE FRAUD OR MALICIOUS CONDUCT BY ME; (iv) CONSTITUTE A VIOLATION BY ME OF ANY LAW OR RIGHTS OF A THIRD PARTY; (v) CONSTITUTE A CLAIM FOR WHICH I HAVE AGREED TO PROVIDE INDEMNIFICATION ELSEWHERE IN THIS AGREEMENT; OR (vi) CONSTITUTE A CLAIM FOR DAMAGES FOR WHICH I HAVE AGREED ELSEWHERE IN THIS AGREEMENT THAT BANK IS NOT RESPONSIBLE.

### **Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the law of the state of Texas without regard to the conflict of laws thereof, and to the laws of the United States.

### **Venue**

Any disputes arising from the use of the Bank's Mobile Banking Services shall be exclusively subject to the jurisdiction of any federal or state court for the state of Texas.

### **CHANGES TO FEES OR OTHER TERMS**

Terms and conditions of this agreement may be amended in whole or part at any time within thirty (30) days written notification prior to the change taking effect. If you do not agree with the change(s), you must notify us in writing prior to the effective date to terminate your access. Amendments or changes to term(s) or condition(s) may be made without prior notice if they do not result in higher fees, use that is more restrictive or increased liability to you.

### **TERMINATION**

You may terminate your use of Digital Banking Services at any time by calling us at 940-665-1711, by visiting our bank, or writing to us at First State Bank, P O Box 10, Gainesville, TX 76241-0010. You must notify us within ten (10) days prior to the date you wish to have your service terminated. If you have a scheduled payment within this ten (10) day period, you are required to cancel those payments. You will be responsible for payments with transaction dates during the ten (10) days following our receipt of your written notice of termination if you do not cancel these payments.

### **VIRUS PROTECTION**

First State Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to use a reliable virus product for detection and removal of any viruses.

### **DISCLAIMER AND INTELLECTUAL PROPERTY NOTICES**

- The Bank endeavors to provide you with the highest quality Digital Services available. However, due to the unpredictable nature of the Internet, the Bank website may occasionally be

inaccessible.

- Bill Payment is provided for your convenience. An independent third party manages the payment processing of your bills.

The Bank will only be responsible for the Bank's own gross negligence or willful misconduct.

- Electronic statements and notices are provided for your convenience. E-statements, which may contain images, will be available through your Digital Banking account for a minimum of 365 days.
- The Bank reminds you that the Internet inherently lacks security for commercial transactions and therefore the Bank cannot and does not guarantee that downloads from any Internet site used in connection with your accounts will not contain a virus or other destructive device. Your use affirms your knowledge that such information can be intercepted and/or viewed by unknown third parties.
- The Digital Banking System is a trademark of MEA Financial Enterprises, LLC. Features and services availability are subject to change without notice.