

# **First State Bank**

## **Online Banking Access Agreement rev 9.2022**

### **Introduction**

This Online Banking Access Agreement (“Agreement”) for accessing your accounts via First State Bank Online Banking Service explains the terms and conditions governing the Bank’s Online Banking, Bill Payment, e-Statements and Notices and other Digital Services offered through the Bank.

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. Your accessing any of your eligible accounts through First State Bank Online Banking acknowledges 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.

**Business Day Cut-off** – for posting purposes, the Bank will process all transactions completed by 4:00 p.m. Central Time (CT) on that business day. Transactions completed after 4:00 p.m. Central Time (CT), including transfers, will be processed on the following business day.

### **Security and Privacy**

Multi-factor authentication, which includes Out of Band Authentication (OOBA), has been adopted to enhance Online Banking transactions. Please review the Security Statement on the Bank’s website for more information. 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.

The Bank understands how important privacy is to our customers. The Bank has taken steps to insure the security and privacy of your personal information and financial dealings with the Bank. Our customer privacy statement can be obtained by clicking on any Privacy Policy link throughout the Bank’s website.

### **Login Security**

It is important that you take precautions to protect your Digital Services password(s) and account information and keep them confidential at all times. For your protection, the Bank recommends that password(s) be changed at least every 12 months. The Bank reserves the right to require a password change at any time, and as deemed necessary by the Bank. For your protection, it is recommended that you memorize your password(s) and not write them down. Any person having access to your Online Banking access ID and password will be able to access your account and perform all transactions, including reviewing account information and making transfers to other accounts that have mutual ownership. Passwords and Login IDs are case sensitive.

Passwords require 8-25 characters – alpha and numeric and special character required. For security reasons, the Bank recommends that you do not allow your Windows program to remember any password or login information. For assistance with access to your accounts, contact the Digital Support Department at 940-665-1711.

### **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.

If you believe your access ID and password have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you can call us at 940-665-1711, or you should write to us at: First State Bank, Digital Support Department, PO BOX 10, Gainesville, TX 76241-0010. If you think your account statement is wrong or you need more information about a Transfer listed on the statement, you must contact Bank immediately. 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 Online Statement Delivery (if enrolled in Online Statement Delivery), and you must:

- Tell Bank your name and account number;
- Describe the error or the Transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
- Tell Bank the dollar amount of the suspected error.

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

## **Online Banking**

Online Banking is a service that allows you to see your account balances and transactions (both memo-posted and posted), transfer funds between accounts held at First State Bank, pay bills, submit a Stop Payment request, set up e-mail notifications or submit a Change of Address through secure message via a secured Internet connection. You may also print statements, receive images of checks and download account information to personal software programs. The Online Banking service is available to our personal account customers at no monthly charge. Bill Pay accounts inactive for more than 90 days are subject to being disabled. For business Bill Pay services and fees, please contact us at 940-665-1711.

## **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 Online Banking**

A transfer initiated through Online Banking 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 through the Bank's Online Banking Service. However, fees as described in the account statement or Schedule of Fees, may apply to products and services purchased through the Internet.

If you believe your access ID and password have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you can call us at 940-665-1711, or you should write to us at: First State Bank, Digital Support Department, PO BOX 10, Gainesville, TX 76241-0010. If you think your account statement is wrong or you need more information about a Transfer listed on the statement, you must contact Bank immediately. 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 Online Statement Delivery (if enrolled in Online Statement Delivery), and you must:

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## **Bill Payments**

Through First State Bank's Online Banking Service, 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 will not permit the use of Money Market or Savings account as a Bill Pay account, as we restrict the number of transactions allowed from these types of account. You are limited to six (6) preauthorized electronic funds transfers and telephone transfers, including the Bank's Online Banking transactions, checks and point-of-sale transactions per month.

By furnishing us with the names of your payees (merchants and/or individuals) and their addresses, you give us authorization to follow the payment instructions, which you provide to us via Internet for these payees. When we receive a payment instruction for the current date or a future date, we will remit the funds to the payee on your behalf from the funds in your selected account and on the day you have instructed them to be sent (Payment Date). 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, but payments by check are not withdrawn until the check is actually presented for payment.

Any payments made with Bill Payment require sufficient time for your payee to credit your account properly. To avoid incurring a finance charge or other charge, you must schedule a payment sufficiently in advance of the due date of your payment. If you fail to schedule your payment accordingly to the recommended timeframe, the Bank will not be responsible for the late fees or finance charges.

## **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. To apply for Text Banking, you must be the sole or joint owner of the bank account(s) for which Text Banking services apply and you must have full signing authority on the accounts. If there is any change of ownership of any such account(s), notification must be immediately provided to First State 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 separate service fee for this service but 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.

To cancel your plan, send STOP or SUSPEND to 833-372-2265 at any time or call 940-665-1711. For help with or information on Text Banking, call 940-665-1711. You will never receive a Text Banking message that asks you to send us any sensitive personal or financial information. If you ever receive such a request for sensitive personal or financial information - such as your Social Security Number, account number, password, PIN number, or any other personal data - do not respond to the message and either call us at 940-665-1711 or write to us at: First State Bank, Digital Support Department, PO BOX 10, Gainesville, TX 76241-0010 to report the incident.

If you believe your access ID and password have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you can call us at 940-665-1711, or you should write to us at: First State Bank, Digital Support Department, PO BOX 10, Gainesville, TX 76241-0010. If you think your account statement is wrong or you need more information about a Transfer listed on the statement, you must contact Bank immediately. 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 Online Statement Delivery (if enrolled in Online Statement Delivery), and you must:

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### **Paperless Statements and Notices**

Paperless statements and notices are only available to Online Banking customers. Sign up for e- statements and notices via Online Banking and receive an e-mail notification when your statement or notice is ready for pickup.

### **MOBILE BANKING**

Mobile Banking is only offered to Online Banking customers via mobile web browser or applications (i.e., iPhone, iPad or Android).

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

- **Access your account information**
- **Deposit Checks**
- **Transfer funds between accounts**
- **Pay Bills**
- **Find our Locations**
- **View Check Images on Smartphones**

All terms and conditions applicable for Online Banking also apply to Mobile Banking, including this Agreement.

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think your account statement is wrong or you need more information about a Transfer listed on the statement, you must contact Bank immediately. 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 Online Statement Delivery (if enrolled in Online Statement Delivery), and you must:

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

### **Linking and Displaying Eligible Accounts**

If you enroll for the service, certain eligible accounts on which you are an owner or authorized signer may be linked and displayed. The linked and displayed eligible accounts through Online Banking may be subject to certain limitations and restrictions. Eligible accounts that are linked together will appear on your Account Summary page on Online Banking without regard to who else may have an ownership interest in each eligible account. Personal accounts may not be linked with business accounts.

If you are also authorized to enter into an Agreement for the Business Online Banking Service for another business, and if you want to link the accounts of the other business to the account 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 the Internet 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 Online Banking 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 to you for your convenience. An independent third party handles the actual payment of such bills and the Bank will only be responsible for the Bank's own gross negligence or willful misconduct.
- Paperless statements and notices are provided for your convenience. E-doc statements, which may contain images, will be available through your Online 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 Online Banking System is a trademark of MEA Financial Enterprises, LLC. Features and services availability are subject to change without notice.