



## Internet Banking Access Agreement

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### I. Introduction

This Online Access Agreement ("Access Agreement") for accessing your **First National Bank of Bosque County** accounts through Internet Banking explains the terms and conditions governing the Online banking services and bill pay offered through Internet Banking. By using the Internet Banking Services, you agree to the terms and conditions of this Access Agreement. This Online Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is **no** applicable Federal law or regulation, by the laws of the State of Texas. The terms "we," "us," "our," "**Internet Banking**," and "Bank" refer to **First National Bank of Bosque County**. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays.

Internet Banking can be used to access **First National Bank of Bosque County** accounts. Each of your accounts at **First National Bank of Bosque County** is also governed by the applicable account disclosure statement ("Deposit Agreement and Disclosure").

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## **II. Accessing Your Internet Banking Accounts through Internet Banking**

### **A. Requirements**

To access your accounts through Internet Banking, you must have a **First National Bank of Bosque County** account, a User ID, and an online password.

### **B. Electronic Mail via Internet Banking (E-mail)**

Sending electronic mail (E-mail) through Internet Banking is a way to communicate with the Bank. E-mail is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your password to a session of Internet Banking. To ensure the security of your account information, we recommend that you use Internet Banking E-mail rather than standard e-mail when asking specific questions about your account(s).

You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Internet Banking or call our automated Customer Line at **1-888-894-6913**, or contact a Customer Service Representative at any of our locations.

### **C. Fees**

There are no monthly or transaction fees for accessing your account(s) through Internet Banking. See Section IV for a description of Bill Pay fees.

Please note that fees may be assessed by your Internet Service Provider (ISP).

### **D. New Services**

**First National Bank of Bosque County** may, from time to time, introduce new online services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

### **E. Benefits of Using Internet Banking**

With Internet Banking, you can manage your personal or business accounts from your home or office on your personal computer. You can use Internet Banking to:

- View account balances and review transaction history.
- Transfer money between accounts. (As noted in the applicable account Deposit Agreement and Disclosure Statement).
- Pay bills to any merchant, institution or individual.
- Communicate directly with **First National Bank of Bosque County** through E-mail.

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### III. Terms and Conditions

The first time you access your **First National Bank of Bosque County** accounts through Internet Banking you agree to be bound by all the terms and conditions of this Agreement and acknowledges your receipt and understanding of this disclosure.

#### A. Your User ID and Online Password

You will be given a User ID and Online Password that will give you access to your **First National Bank of Bosque County** accounts for Internet Banking access. The User ID cannot be changed, but the password can be changed within Internet Banking using the options button. We recommend that you change your password regularly. **First National Bank of Bosque County** will act on instructions received under your password. For security purposes, it is recommended that you memorize this online password and do not write it down.

*You are responsible for safekeeping your User ID and Password. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. You agree that if you disclose your User ID and Password to anyone, whether accidentally or on purpose, you are responsible for any and all activity that is performed while using your User ID.*

You are solely responsible for controlling the safekeeping of, and access to, your Password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Financial Institution and arrange to change your Password. You will be responsible for any transaction that contains an error or is a duplicate of another transaction. The Financial Institution is not responsible for a transaction that is not made if you did not keep your confirmation number. The Financial Institution is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communication facility, and no such party shall be deemed to be the Financial Institution's agent. In any event, the Financial Institution will not be liable for any special, consequential, incidental or punitive losses, damages or expenses in connection with this Agreement or the Service, even if the Financial Institution has knowledge of the possibility of them. The Financial Institution is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Financial Institution's reasonable control.

Tell us at once if you believe your password or access device has been lost or stolen. Telephoning us at (254) 932-5345 during normal business hours is the best way of keeping your possible losses down.

#### B. No Signature Requirement

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

#### C. Payment Account

Although there are no fees for accessing your accounts through Internet Banking, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify **First National Bank of Bosque County** and identify a new payment account for the selected services. Additionally, if you close all **First National Bank of Bosque County** accounts, you must notify **First National Bank of Bosque County** Customer Service to cancel the Internet Banking services.

Your Online access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, Internet Banking services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call **First National Bank of Bosque County** Customer Service at **1-254-932-5345**.

If you do not access your **First National Bank of Bosque County** accounts through Internet Banking for any (1) one year period, **First National Bank of Bosque County** reserves the right to disconnect your service without notice. Please note that your bill payment information will be lost if you are disconnected.

You agree to be responsible for any telephone charges incurred by accessing your **First National Bank of Bosque County** accounts through Internet Banking.

If you wish to cancel any of the Internet Banking services offered through Internet Banking, please contact **First National Bank of Bosque County** Customer Service at **1-254-932-5345** or send us cancellation instructions in writing to **First National Bank of Bosque County**, PO Box 278, Valley Mills, TX 76689.

#### **D. Our Liability**

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, **First National Bank of Bosque County**, OR by Internet browser providers (Microsoft Internet Explorer, Mozilla Firefox, Apple Safari, etc), OR by Internet access providers OR by Online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Online Financial Services, or Internet browser or access software.

#### **D. Overdrafts: Order of Payments, Transfers, Other Withdrawals**

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, Internet Banking transfers and bill payments, etc.) that you have requested for a given business day, then:

1. Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and
2. The electronic funds transfers initiated through Internet Banking may result in an overdraft of your account and may, at **First National Bank of Bosque County's** discretion, be canceled.

In addition, you will be charged the same overdraft charges that apply to your account.

#### **F. Hours of Accessibility**

You can access your **First National Bank of Bosque County** accounts through Internet Banking seven days a week, 24 hours a day. However, at certain times, some or all of Internet Banking may not be available due to system maintenance. You will be notified Online when this occurs.

A transfer initiated through Internet Banking **before** 5:00 PM Central (6:00 PM Eastern) on a business day is posted to your account the same day. All transfers completed **after** 5:00 PM Central (6:00 PM Eastern) on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day.

Our business days are Monday through Friday. Saturday, Sunday and Federal holidays are not included as a business day.

#### **G. Additional Terms and Conditions**

Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available as of the close of the previous business day.

Transferring Funds - The number of transfers from a savings account is limited as described in the applicable Deposit Agreement and Disclosure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

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## IV. Bill Pay Service

### A. Using the Service

The Internet Banking Payment Service allows you to schedule bill payments through Internet Banking. You can schedule, at your option, for the payment of your current, future and recurring bills from any of your **First National Bank of Bosque County** checking accounts. There is no limit to the number of payments that may be authorized. You may pay any merchant or individual through the use of Internet Banking. We are unable to process any payment of taxes or court-directed payments through Internet Banking Payment Services.

By furnishing us with the names of payees/merchants, you authorize us to follow the payment instructions to these payee/merchants that you provide us through Internet Banking. When we receive a payment instruction (for the current or a future date), we will remit funds to the payee on your behalf from the funds in your selected checking account. When First National Bank of Bosque County receives a payment instruction, you authorize it to charge your checking account and remit funds on your behalf so that the funds arrive as close to the business day designated by you as reasonably possible. While it is anticipated that most transactions will be completed on the exact day designated, it is understood that due to circumstances beyond the control of First National Bank of Bosque County, particularly delays in handling and posting payments slow-responding companies or financial institutions, some transactions may take a day or even a few days longer.

For this reason, it is recommended that all payments transfers be scheduled to at least (7) seven business days before the actual due date, not the late date. If you properly follow the procedures described herein, and Internet Banking fails to deliver a payment on the scheduled payment date, Internet Banking will bear the responsibility for late charges (\$50.00 maximum). In any other event, including, but not limited to, choosing a payment date less than (7) seven days prior to the actual due date, the risk of incurring and the responsibility for paying any and all charges or penalties shall be home by you.

First National Bank of Bosque County will use its best efforts to process all your payments properly. However First National Bank of Bosque County shall incur no liability if it is unable to complete any payments initiated by you through Internet Banking payment services because of the existence of any one or more of the following circumstances:

1. Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection account.
2. The Internet Banking processing center is not working properly and you know or have been advised by the service about the malfunction before you execute the transaction.
3. You have not provided First National Bank of Bosque County with the correct names or account information for those persons or entities to whom you wish to direct payment.
4. Circumstances beyond the control of First National Bank of Bosque County such as, but not limited to, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction, given that Internet Banking has taken reasonable precautions to avoid those circumstances.

You have the right to stop or change any scheduled payment. You must cancel the payment by no later than 1 PM Central Time (2 PM Eastern Time), on the Payment Date, by using the DELETE function on the Internet Banking "Pending Payment" screen.

**First National Bank of Bosque County** reserves the right to terminate your use of Internet Banking bill payment service in whole or part, at any time without prior notice.

If, for any reason, you should ever wish to cancel Internet Banking bill payment services, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service, either by deleting those payments yourself using Internet Banking or calling **First National Bank of Bosque County's** Customer Service **1-254-932-5345**. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

### B. Bill Pay Fees

The monthly fee for Internet Banking payment services is currently \$4.95 per month. This fee covers unlimited bill payments to anyone you wish to pay in the U.S. These fees cover service for the previous month and are effective upon enrollment. Fees will be charged to your payment account, whether or not bill payments are made out of that account, or any other account linked to Internet Banking payment services.

Additionally, you agree to pay any special charges in effect as announced by the Bank from time to time. These charges are in addition to the fees and service charges specified in your applicable checking, savings, overdraft protection account agreements (for example, uncollected or overdraft charges on your checking account).

If the payment account has insufficient funds to cover fees, the Bank will deduct the fee from any other checking account linked to Internet Banking (in any order we may choose). If the fee cannot be paid, we may cancel your Bill Pay service. After cancellation, your Bill Pay service may be reinstated by contacting **First National Bank of Bosque County** Customer Service once sufficient funds are available in your payment account to cover the bill payment fees and any other pending transfers or debits.

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## **V. General Terms**

### **A. Changes to Charges, Fees or Other Terms**

We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you Online, or send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for Online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Deposit Agreement and Disclosure.

### **B. Disclosure of Account Information**

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The Bank may also provide information about your account(s) to persons or companies the Bank believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, the Bank routinely informs a credit bureau when accounts are closed by the Bank because they were not handled properly. The Bank may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

### **C. Questions or Error Correction on Internet Banking Transactions**

In case of questions or errors about funds transfers through Internet Banking involving your account, here is what you should do:

- Contact **First National Bank of Bosque County** by electronic mail (E-mail)
- Fax **First National Bank of Bosque County** at **208-342-0964**
- Telephone **First National Bank of Bosque County** at **1-254-932-5345**
- Write **First National Bank of Bosque County** at **PO Box 278, Valley Mills, TX 76689**, as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record
- We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

- Tell us your name and account number
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.
- Here's what we will do:

We will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale purchases, after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

If we do not complete a transfer to or from your **First National Bank of Bosque County** account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using Internet Banking.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

#### **D. Other General Terms**

Other Agreements - In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Deposit Agreement and Disclosure, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also.

**First National Bank of Bosque County** Reserves the Right to terminate this Agreement - The Bank reserves the right to terminate this Agreement and your access to Internet Banking, in whole or in part, at any time without prior notice.

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## **VI. Protecting Your Account**

### **A. Preventing Misuse of Your Account**

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call **First National Bank of Bosque County** Customer Service at **1-254-932-5345**.

Protecting Personal Information - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

First National Bank of Bosque County is not responsible for any electronic malware (virus, worms, Trojans, adware, spyware, etc) that you may encounter. We encourage our customers to routinely scan their PC and diskettes using a reliable anti-virus product to detect and remove any malware. Undetected or unrepaired malware may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the malware to other computers.

You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your Online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify **First National Bank of Bosque County** Customer Service at once at **1-254-932-5345**.

#### **B. Unauthorized Transactions in Your First National Bank of Bosque County Accounts**

Notify us immediately if you believe another person has improperly obtained your Online password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call **First National Bank of Bosque County** Customer Service at **1-254-932-5345**, or write **Internet Banking, PO Box 278, Valley Mills, TX 76689**.



INTERNET BANKING ACCOUNT LIST

Name: \_\_\_\_\_

**Please list which accounts should be made available via Internet Banking:**

<p>Checking</p> <p>Acct # _____</p> <p>Acct # _____</p> <p>Acct # _____</p> <p>Acct # _____</p> <p>Acct # _____</p> <p>Savings</p> <p>Acct # _____</p> <p>Acct # _____</p> <p>Acct # _____</p> <p>Acct # _____</p> <p>Acct # _____</p> <p>Certificates of Deposit</p> <p>Customer # _____ CD # _____</p>	<p>Loan</p> <p>Customer # _____ Loan # _____</p> <p>_____</p> <p>Customer # _____ Loan # _____</p> <p>_____</p> <p>IRA's</p> <p>Customer # _____ CD # _____</p>
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\_\_\_\_\_  
Signature of Authorized Party

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**For Bank Use Only**

Taken By

Date

Entered By:

Date