

## Online Banking/Mobile Banking Application

### First National Bank of Fort Smith

602 Garrison Ave., P. O. Box 7

Fort Smith, AR 72902-0007

(479) 782-2041 | (800) 364-1827 (AR & OK)

## CUSTOMER INFORMATION

☐

New Application

☐

Account Modification

Upon completion of this application, please sign in the signature space provided, deliver it to one of our convenient locations or mail to: The First National Bank of Fort Smith eBanking Department, P O Box 7, Fort Smith AR 72902-0007. If The First National Bank of Fort Smith (hereafter, "the Bank") accepts your application, we will provide you with an appropriate Online Banking / Mobile Banking ID and temporary Online Banking Password in a separate mailing. The first time you access your Online Banking / Mobile Banking account, you will be required to change your Password. It is your responsibility to protect your Password. E-mail support can be accessed at [eBanking@fnbfs.com](mailto:eBanking@fnbfs.com). **This application provides access to the accounts\* listed below on an individual basis only. Each account holder requesting access to Online Banking / Mobile Banking must complete an application.**

Name: \_\_\_\_\_ Primary Checking Acct: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Tax ID or Soc Sec #: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

City, State, & Zip: \_\_\_\_\_ Customer Birth Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

e-Mail Address: \_\_\_\_\_ Inquiry Code Word: \_\_\_\_\_

## REQUESTED SERVICES

*(Please Check the Appropriate Boxes Below)*

☐

**Online Banking / Mobile Banking.**

User ID: \_\_\_\_\_ Account # \_\_\_\_\_

Access your account balances, transfer funds between accounts\*\*, make First National Bank of Fort Smith loan payments, review history, add and delete stop payments and other financial services that may become available (**Stop Payment services may be accessed with Online Banking, but not thru Mobile Banking option.**). The Bank will only execute requested transactions during the Bank's normal processing hours. Online Banking is a free service to our customers. However, all other applicable transaction fees for your account may apply. You are responsible for any and all Internet Services Provider, Cell Phone, or Access Provider charges. Savings withdrawals are governed by Federal Regulations.

☐

**Bill Payment.** This financial service allows you to pay any company or individual. For non-business customers, see the Personal Financial Service Brochure for Bill Payment fees. \*\*For business customers, a fee of \$5.95 per month will be charged against your Primary Checking Account for the first ten (10) Bill Payments; thereafter 50 cents each. **Bill Payment is not available for Cash Management customers.** All Bill Payment accounts that remain inactive for 90 days will be deleted. New Bill Payment Vendors cannot be established using the Mobile Banking function.

☐

Should you wish to restrict the availability to transfer funds between your accounts at the Bank, please check here.

\*\* Bill Payment and "Transfer Funds Services" **ARE NOT** available for Certificates of Deposit, IRAs, Safe Deposit Boxes, or accounts that require two (2) signatures.

## REQUESTED SERVICES -Cont.-

(Please Check the Appropriate Boxes Below)

- ☐ **Account Access Information:** If you wish to have access to ALL accounts, both current and future, of which you are the Primary or Joint Owner, please check here. Otherwise, please list below the accounts that you wish to have access. (Please use another sheet if additional space is needed)

| <u>Account Number</u> | <u>Type of Account*</u> | <u>Account Description</u> (Maximum 20 alpha / Numeric Characters) |
|-----------------------|-------------------------|--------------------------------------------------------------------|
|                       |                         |                                                                    |
|                       |                         |                                                                    |
|                       |                         |                                                                    |
|                       |                         |                                                                    |
|                       |                         |                                                                    |
|                       |                         |                                                                    |
|                       |                         |                                                                    |
|                       |                         |                                                                    |

\*Types of Accounts that are available for access: Checking, Savings, Certificates of Deposits, IRA, Loans, and Safe Deposit Boxes.

- ☐ **eStatements and eNotices:** Please list below the accounts that you want to receive eStatements and eNotices.

| <u>Account Number</u> | <u>Online Pseudo Name</u> |
|-----------------------|---------------------------|
|                       |                           |
|                       |                           |
|                       |                           |
|                       |                           |
|                       |                           |
|                       |                           |
|                       |                           |
|                       |                           |

By completing, signing, and returning this application, I hereby state I have received, read, understood, and agree to the attached Service Agreement and Disclosure. I also agree to the terms and conditions of the Bank's Online Bill Payment Agreement (if applicable). Failure to honor these Agreements may result in the termination of these services by the Bank. I hereby state the information I have supplied is accurate. I also hereby authorize the Bank to verify said information, as well as my credit history, by any necessary means, including obtaining a credit report from a credit reporting agency.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_(\_\_\_\_\_)\_\_\_\_\_-\_\_\_\_\_  
(Applicant Signature) (Application Date) (Daytime Phone Number) (Ext)

### Internal Bank Use Only:

Net Teller ID: 7200 \_\_\_\_\_ CIF Key \_\_\_\_\_ Date Entered \_\_\_\_/\_\_\_\_/\_\_\_\_ By: \_\_\_\_\_

# FIRST NATIONAL BANK OF FORT SMITH

## Online Banking Service Agreement

**SERVICES AGREEMENT:** By making application for Online Banking, you acknowledge and agree that the terms and conditions outlined in the application and this agreement will apply to and govern your use of Online Banking offered by the First National Bank of Fort Smith (the Bank) and that you have read and understand the terms and conditions of this application and this agreement, and this application and this agreement create a valid and binding legal contract between you and the Bank. For the purposes of this agreement, Online Banking shall include Mobile Banking, and may include Stop Payment Option, and / or Bill Pay option if selected. If you have questions about this agreement, contact: FIRST NATIONAL BANK OF FORT SMITH, eBANKING DEPARTMENT, PO BOX 7, FORT SMITH, ARKANSAS 72902 (479) 782-2041 before entering into this agreement.

**1. WHAT THIS AGREEMENT COVERS.** This agreement between you and The Bank governs your use of the Bank's Online Banking services defined as any electronic service provided by the Bank that permits you to access financial services or account information through the use of a personal computer, mobile phone, or other electronic access device. Access will be provided through the World Wide Web of the Internet and your mobile phone carrier. You are responsible for providing your own access to the Internet through the Internet Service Provider of your choice and mobile phone service through your carrier. The terms and conditions of this Agreement are in addition to, and shall supplement, the terms, conditions, rules, and regulations that apply to any of your existing First National Bank of Fort Smith accounts or services of the Bank which you currently use.

**2. ONLINE BANKING SERVICE.** The Online Banking service enables you to review your current account information and to transfer funds between and among your accounts with the Bank, to the extent you identify your applicable accounts on your Online Banking application. Some aspects of the online banking service may be accessed from your mobile phone, or other electronic access device.

**3. ONLINE BANKING TRANSFERS AND PAYMENTS.** When you instruct the Bank to transfer funds between or among your First National Bank of Fort Smith accounts through Online Banking, you authorize the Bank to withdraw the necessary funds from the bank account you designate. As with any funds transfer request, whether or not utilizing Online Banking, you agree that you will instruct the Bank to make a withdrawal only when a sufficient balance is or will be available in your designated First National Bank of Fort Smith account at the time of withdrawal. The Bank will not be obligated to act on any withdrawal instruction from you if sufficient funds, including overdraft lines of credit are not available in the account you designate. If your transaction requires the Bank's use of your overdraft line of credit, an overdraft fee will be charged. The services that can be accessed by Mobile Banking are limited to the same services available thru Online Banking with the exception of establishing new Bill Payment Vendors and establishing Stop Payment orders.

**4. BILL PAY** is an option for Online Banking which allows you to make bill payments thru online services. Payments can be made to most addresses in the United States except local, State, and Federal Governments. You will need to be able to set up your bill payment accounts online. Some payees will accept electronic transfers and some will not. If a payee accepts electronic transfers, the bill pay order should be set up at least six (6) banking days before the due date. If a payee does not accept electronic transfers, the bill pay order should be set up at least eleven (11) banking days before the due date. You are responsible for determining which payees will accept electronic transfers and which will not. The Bank will only be responsible for late charges and then only if the failure of the payment to be received in a timely manner is the direct result of the Bank's failure to act in a timely manner. Bill Pay is subject to all other Terms and Conditions set forth in the notice. New Bill Payment vendors can not be established using the Mobile Banking function.

**5. COST OF Online Banking.** There are currently no monthly service charges or transaction fees for the Online Banking service. However, you are responsible for all telephone charges you incur in connecting to Online Banking. You are also responsible for charges by any Internet Service Provider you use.

**6. CHANGES IN TERMS.** The Bank may change Online Banking services and the terms, including fees, set forth in this Agreement at any time. You will be notified of any such change as required by applicable law, either by mail or by an electronic message. You understand that, by using Online Banking after

a change becomes effective and after you are notified of the change, you are agreeing to the change.

**7. CANCELLATION.** This Agreement will remain in effect until it is terminated by you or the Bank. You may cancel this Agreement at any time by notifying the Bank by mail to FIRST NATIONAL BANK OF FORT SMITH, ATTENTION: eBANKING DEPARTMENT, POB 7, FORT SMITH, ARKANSAS 72902. The Bank may cancel this Agreement and terminate your use of Online Banking for any reason, at any time. The Bank will use commercially reasonable measures to notify you in advance of any such termination, but the Bank is not obligated to do so.

**8. SECURITY.** In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes, marks, signs, public keys or other means of identification. The Bank reserves the right to block access to Online Banking to maintain or restore security to the Bank's systems if the Bank reasonably believes your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s). You are liable and responsible for all Online Banking transactions made using your means of identification, whether those transactions are made by you or any person you authorize, permit or enable to have your means of identification (even if the person exceeds your authority) or by any person who obtains through you, by whatever means, your means of identification. If you have given someone your means of identification and wish to terminate their authority, or if you know or believe that your means of identification is otherwise compromised, you must notify the Bank so the Bank can take the necessary steps to change the means of identification. You agree to defend, hold harmless and indemnify the Bank from and against any and all claims of any nature arising out of any such access by a person you have authorized, permitted or enabled to have access to your bank accounts via Online Banking.

**9. LIMIT OF THE BANK AND OTHER PROVIDERS' RESPONSIBILITY.** The Bank agrees to make reasonable efforts to ensure full performance of Online Banking. The Bank will be responsible for acting only on those instructions sent through Online Banking which are actually received and cannot assume responsibility for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of messages you send. The Bank is not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet Service Provider or caused by any browser software. Any information you receive from the Bank can only be provided on a best-efforts basis for your convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information. The Bank is not responsible for any computer virus or related problems which may be attributable to Online Banking or any services provided by any Internet Services Provider or phone system. In the absence of negligence on the part of the Bank, none of the Bank, any of its affiliates or any of their respective officers, directors, employees or agents, is responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of the use of Online Banking. Because some states do not allow the exclusion of limitation of liability for consequential or incidental damages, in such states the liability of the foregoing entities and individuals is limited to the maximum extent permitted by law. The Bank makes no express or implied warranties concerning Online Banking, including but not limited to, any warranties of merchantability, fitness for a particular purpose or non-infringement of third party proprietary rights unless, and then only to the extent, disclaiming such warranties is prohibited by law.

**10. NO OTHER USE.** Online Banking gives you access to services and information from the Bank which may be presented with a distinctive "look and feel." These services, information and "look and feel" are the proprietary property of the Bank. You may use Online Banking only for your personal use and may not reproduce, sell or distribute all or any portion of the information provided to you by the Online Banking.

**11. SEVERABILITY.** In the event anyone 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.

**12. GOVERNING LAW.** The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas without regard to its conflicts of law provisions. In the event of a

conflict between Arkansas law and Federal law or regulation, Arkansas law will be modified only to the extent required to comply with such Federal law or regulation. Your existing account relationships shall continue to be governed by and construed to be in accordance with the laws of the state where the Bank branch at which you initially established your bank account is located or has been transferred by the Bank or as otherwise specified in the applicable agreements between you and the Bank. Any issue relating to an account or service with the Bank which you access through Online Banking shall be governed by the laws specified in the agreement for that account or service if there is a separate agreement for that account or service.

**13. ASSIGNMENT.** The Bank may assign its rights and delegate its duties under this agreement to a company affiliated with the Bank or to any other party. You may not assign any of your rights or duties under this Agreement at anytime.

**14. ENTIRE AGREEMENT.** This Agreement is the entire agreement between you and the Bank regarding your use of Online Banking, and it supercedes any prior discussions and agreements between you and the Bank regarding Online Banking, and supercedes any marketing or other similar material pertaining to Online Banking delivered to you in writing, verbally, or obtained at any of the Bank's sites or the site of any Internet Service Provider.

**15. INTERRUPTIONS IN SERVICES.** The Bank shall not be responsible for nor shall it incur any liability as a result of any interruption in services provided to on-line banking customers resulting from matters outside the Bank's control, including but not limited to interruptions in telephone service, electrical services, equipment failures, failures of outside service providers, or other interruptions in service resulting from causes beyond the Bank's control. In addition the Bank may on a regular basis, perform maintenance on the Bank's equipment or systems, which may result in interruption of on-line banking at Online Banking. The Bank will not incur any liability as a result of any such interruptions.

**16. MANDATORY ARBITRATION AND WAIVER OF JURY TRIAL.** Unless otherwise required by law or regulatory provisions, all unresolved disputes or claims arising out of or related to this Agreement or services to be provided pursuant to the terms of this Agreement of any nature whatsoever, whether in contract, tort or otherwise, at law or in equity, shall be subject to and resolved by a binding arbitration under the expedited procedures of the Commercial Financial Disputes Arbitration Rules of the American Arbitration Association (AAA) and the Federal Arbitration Act (FAA), Title 9 of the U.S. Code. To the extent conflicts arise between the AAA procedures and the FAA, the FAA shall control. Any arbitration held pursuant to this requirement shall control. Any arbitration held pursuant to this requirement shall be conducted in the city where your account is established or as otherwise mutually agreed. Arbitration shall be conducted by a single arbitrator appointed by the AAA. The person so appointed by the AAA shall have experience and knowledge of banking transactions. Any issue concerning whether or to the extent to which a dispute or claim is subject to arbitration, including but not limited to issues related to the validity or enforceability of these arbitration provisions, or rights pursuant to federal law or regulations, shall be determined by the arbitrator so selected. All statutes of limitation or other defenses relating to the timeliness of the assertion of a dispute or claim that otherwise would be applicable to an action brought in a court of law or equity shall be applicable to such arbitration and the commencement of an arbitration proceeding under this Agreement shall be deemed the commencement of an action for such purposes. No provision of this paragraph shall restrict the ability of any person to exercise all the rights and remedies available under applicable law, regulations, or this agreement; provided, that the exercise of those rights or remedies is subject to the right of any other person to demand arbitration as provided herein to the extent not otherwise inconsistent with such other rights and remedies. Unless otherwise required by state statute, federal law or judicial ruling all costs and expenses of arbitration shall be born by the non-prevailing party and all legal costs and expenses shall be allocated in accordance with applicable state and federal law. The commencement of legal action by a person entitled to demand arbitration does not waive the right of that person to demand arbitration with respect to any counterclaim or other claim. No person entitled to demand arbitration herein shall be permitted to assert a dispute or claim that is on behalf of any other person. In addition, no claims of any other person or persons shall be joined in such arbitration proceeding, each arbitration proceeding being an individual and exclusive action. Similarly, an arbitration proceeding under this Agreement may not be consolidated with other arbitration proceedings. Judgment upon the award rendered in arbitration shall be final and may be entered in any court, state or federal,

having jurisdiction. IF A DISPUTE OR CLAIM IS NOT SUBJECT TO ARBITRATION FOR ANY REASON, THEN THE DISPUTE OR CLAIM SHALL BE DECIDED IN A COURT OF COMPETENT JURISDICTION TRIED TO THE BENCH WITHOUT A JURY. YOU AND WE IRREVOCABLY WAIVE ALL RIGHTS TO JURY TRIAL AND SUBMIT SUCH ACTION TO THE JUDGE SITTING AS A TRIER OF FACT.

**17. MINIMUM SOFTWARE REQUIREMENTS.** Online Banking requires access to the Internet through an Internet Service Provider (ISP) of your choice. You must have browser software installed on your computer system that Supports 128 bit encryption. For Mobile Banking, you will need to check with your cell phone / Internet access provider for service, hardware, and software requirements.

## **18. ELECTRONIC BANKING DISCLOSURE.**

**(A) INTRODUCTION.** This Electronic Banking disclosure applies to Electronic Funds Transactions (EFT's) and Online Banking involving the accounts of a "consumer" (a natural person). If you are not a consumer, for example, if you are a corporation, a limited liability company, or a partnership, then neither this disclosure nor the terms contained therein apply to you. Electronic Funds Transactions (EFT's) cover a growing range of methods for moving funds. The common link between all these methods is that they are all means of moving money between accounts and banks electronically, rather than using the physical movement of checks, drafts, negotiable orders of withdrawal or other similar paper instruments. EFT is currently defined as any transfer of funds that is started through an electronic terminal or magnetic tape for the purpose of ordering, instructing or authorizing us to debit or credit your account. The term includes, but is not limited to, Online Banking. Transferring funds through Online Banking will supplement the use of checks, credit and cash, but will not replace these present methods of doing business. As a consumer, you should be aware of your rights if you choose to utilize Online Banking information in a clear and concise manner. If you have any questions, please do not hesitate to contact the Bank:

|                                  |                    |
|----------------------------------|--------------------|
| First National Bank of Ft. Smith | Monday-Friday      |
| OnlineBanking@fnbfs.com          | 8:00AM-4:00PM      |
| 602 Garrison Ave                 | (479) 782-2041     |
| Fort Smith, AR 72901             | Fax (479) 788-4601 |

You may also find out information about your account by calling the Bank's "INFO-LINE", which allows access from any touch-tone telephone. Depending on the type of account accessed, you may obtain information about your current and available balance: transaction inquiries (which will include paid checks, deposits, ATM transactions, EFT debits, etc.) or a specific transaction by paid check number. During regular business hours, you can speak to one of our Associates who will be happy to assist you. You may contact our Info-Line by: Telephone (479) 788-4670, Available: 365 Days a year, 24 hours a day (Except for routine maintenance) Please use this disclosure in conjunction with the appropriate account Rules and Regulations and Truth in Savings disclosures. Please refer to our current service fee brochure for further information. Finally, you may also find out information about your account through Online Banking. We will not sell lists containing names, addresses or other information about consumers using Online Banking.

## **(B) DEFINITIONS.**

**ACCOUNT:** Any deposit account of yours at the Bank. For transactions conducted using Online Banking, the term includes your Demand Deposit/Checking, NOW Checking, Statement Savings and Money Market Accounts, (savings withdrawals are governed by Federal Regulations.)

**PERSONAL IDENTIFICATIONS NUMBER (PIN):** a unique code which is selected and is known only to the customer and must be used along with your Internet Banking ID to perform transactions through Online Banking or used to access Info-Line services.

**RULES:** The Bank's Rules and Regulations for its accounts, including those rules about the use of Online Banking and Electronic Funds Transfer Services.

**TRANSACTION:** Debits (limited to deposit accounts) or credits on an account, including, withdrawals, deposits and transfers.

**(C) GENERAL INFORMATION ABOUT ONLINE BANKING.** Online Banking enables you to place stop payments, review your current account information and to transfer funds between and among your accounts, to the extent that you identify your applicable accounts on your Online Banking. does not affect the applicable minimum balance requirements of, or rates of interest payable on, any Account.

**(D) QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFER(S) AND/OR ERROR RESOLUTION.** If you have a question or problem with an EFT, contact the Customer Service Department promptly at the address and telephone numbers below:

|                                  |                    |
|----------------------------------|--------------------|
| First National Bank of Ft. Smith | Monday-Friday      |
| Customer Service Dept.           | 8:00AM-4:00PM      |
| 602 Garrison Ave                 | (479) 782-2041     |
| Fort Smith, AR 72901             | Fax (479) 788-4601 |

Examples of possible problems are: you think your statement is wrong; you need more information about a transaction listed on your statement; or you need more information about a transfer. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. You need to provide us with the following information:

- (1) Your name, address and account number;
- (2) Description of the suspected error or problem; with a clear explanation about why you believe it is an error, problem or why you need more information;
- (3) The dollar amount of the suspected error or problem;

If you notify the Bank orally or in person, we require you to send us the foregoing information in writing within ten (10) calendar days after that oral or in person notification. Failure to provide that foregoing information in writing may result in your not receiving provisional credit during the investigation period. The bank will inform you of the status of its investigation within ten (10) calendar days following the date you notified the Bank. The Bank will correct any error as promptly as possible; however, it may take up to forty-five (45) calendar days to complete the investigation. If more than ten (10) calendar days is needed to investigate, the Bank will provide you with provisional credit so you may have use of the money. The Bank will correct any error within one business day after determining that an error occurred. If the Bank decides that there was no error, the Bank will send you a written explanation within three (3) business days after the completion of its investigation. Upon request, the Bank will make the documentation used in its investigation available for your inspection or provide you with copies, for a reasonable fee, to cover duplication costs. The Bank's record of your account will be binding if there is a difference between the Bank's record and your assertion.

**(E) STOP PAYMENTS.** If you have arranged for pre-authorized transfers or issued a check to a third-party from your account, you can stop any of these payments by contacting our Bookkeeping Department in time for us to receive your request three (3) business days or more before the payment is scheduled to be made or before the check is negotiated. It is understood that a Stop Payment Order IS NOT EFFECTIVE until an actual signed order is delivered (by mail or in person) to:

First National Bank of Fort Smith,  
Bookkeeping Department  
602 Garrison Ave.  
Fort Smith, AR 72901  
or  
POB 7  
Fort Smith, AR 72902

within fourteen (14) days of notification and that it remains effective for only six (6) months thereafter. We will charge you a fee for each stop payment order. Please refer to our Service Fees brochure for current fees. The initiation by you of certain EFT's from your account will, except as otherwise provided in this Agreement, effectively eliminate your ability to stop payment of the transfer. Unless Otherwise Provided in this Agreement, You May Not Stop Payment of EFT's; Therefore, You Should Not Employ Electronic Access for Purchases and Services Unless You Are Satisfied That You Will Not Need to Stop Payment. Stop Payment Orders can be initiated with Online Banking but not thru the Mobile Banking option. All conditions apply to Stop Payment orders initiated thru Online Banking.

**(F) YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS AND DUTY OF PROMPT REPORTING.** Inform the Bank AT ONCE if you believe there is any, or the potential for any, fraud regarding your Account. Telephoning is the best way to keep possible losses down. Contact the Bank immediately if you believe that:

- (1) Your means of identification (as further described in section 7) is lost or stolen;
- (2) Your PIN and ID is known to someone other than yourself;
- (3) You believe someone has transferred or may transfer money from your Account without your permission; or
- (4) Your statement shows transfers that you did not make.

You could lose all the money in your associated accounts plus the maximum amount of any overdraft line of credit. To the extent a transaction is an electronic funds transfer, if you tell us within two (2) business days after you learn of the loss, theft or unauthorized transaction, you can lose no more than \$50.00 if someone used your password or made a transaction without your authorization. If you do NOT tell us within two (2) business days after you learn of the loss, theft or unauthorized transaction, and we can prove we could have stopped someone from using your Password or the Online Banking without your authorization if you had told us, you could lose as much as \$500.00. Also, if your statement shows a transaction that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed, electronically transmitted, or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods as may be reasonable under the circumstances.

**(G) THE BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFERS.** If the Bank does not complete an electronic funds transfer to or from your Account on time or in the correct amount, according to this Agreement with you, the Bank will be liable for proven losses or damages. However, there are some exceptions. The Bank will NOT be liable, for instance: If, through no fault of the Bank, you do not have enough money in your Account to make the transfer; If the funds in your account are subject to legal process or other encumbrance restricting such EFT; If the transfer would go over your credit limit; If the Bank's internal computer system was not working properly and you knew about the breakdown when you started the transfer; or, in the case of a pre-authorized transfer, at the time such transfer would have occurred;

If the system failure was not intentional and resulted from a bona fide error, notwithstanding the maintenance of procedure reasonably adapted to avoid any such error;

If circumstances beyond the Bank's control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken;

If the delay causes you no losses or damages which you can prove in court; or  
If the transfer was not in compliance with some other condition set forth on this notice.

The Bank will be liable if you request us in writing to stop payment to a particular EFT at least three (3) business days before the scheduled debit and we do not stop payment, or our failure to credit a deposit which would have provided sufficient funds for the transfer out, if such request is otherwise in compliance with the Terms and Conditions of this notice.

**(H) TERMINATION.** You may terminate any agreement authorizing transfers to or from your Account by written notice to both the person or company initiating the transfer and the Bank. Only transfers, scheduled to occur, after the Bank receives your notification are affected. Your written notice must be received with enough time so that both the Bank and the other person or company have a reasonable opportunity to act on your request.

**(I) CHARGES FOR TRANSFERS OR RIGHT TO MAKE TRANSFERS.** As indicated in Section 4, there are currently no monthly service charges or transaction fees for the Retail Online Banking. There are other fees associated with your Account or Accounts, such as stop payment fees, insufficient funds fees, uncollected funds fees and ATM transactions fees; please refer to our current Service Fee Brochure.

**(J) PROHIBITION OF COMPULSORY USE.** No person may:

- (1) Require you to use a pre-authorized electronic funds transfer as a condition for the extension of credit;
- (2) Require you either to accept a transfer service or to establish an Account which is accessed electronically as conditions of employment or receipt of governmental benefit; or
- (3) Require you to pay electronically for the purchase of goods or services.

**(K) WAIVER OF RIGHTS.** No letter or agreement signed by you can negate the rights conferred to you by Law, unless you decide to waive these rights in settlement of a dispute or action.

**(L) PROHIBITED MEANS OF IDENTIFICATION.** Your Social Security Number cannot be used as a primary identification number, although it can be used as a secondary means of identification.

**(M) RIGHT TO CHANGE THE TERMS OF THIS DISCLOSURE AND/OR AGREEMENT.** We may amend this Disclosure and/or Agreement at any time. If we change any term(s) or condition(s) which would result in a greater cost or liability to you or decrease access to your account, we will notify you at least thirty (30) days in advance. We will mail a written notice covering the substance of the amendments to your address on record. The amendment will be in effect for transactions after its effective date, unless you notify us in writing before that date that you will not use Online Banking. Otherwise, you will agree to the amendment. We may implement a change in the terms or conditions of an account without prior notice if it is necessary to maintain or restore the security of an EFT system or a consumer's account.

**MOBILE BANKING / IPHONE BANKING / TEXT BANKING** Your use of the Text Banking Service ("Service") constitutes your agreement to these terms and conditions. We may amend these terms, and modify or cancel the Service or any of its features without notice.

You agree to provide us with a valid mobile number. You agree to notify us immediately of any changes to your registered Device. In case of unauthorized access to your Device or Service, you agree to cancel enrollment associated with the Device immediately.

You agree that we may send you text messages through your wireless provider. We do not charge for the Service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless service provider. Not all wireless plans include text messaging, you agree to verify with your wireless provider as to whether you can send and/or receive text messages.

You understand that balances provided may not include recent or pending transactions that have not yet posted to your account and that other restrictions may apply. See your account agreement for more information.

You agree to indemnify, defend, and hold us harmless from any third party claims, liability, damages or costs arising from your use of the Service or from you providing us with a phone number that is not your own.

You agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the Service; any errors in such information; any action you may or may not take in reliance on the information or Service; or any disclosure of account information to third parties resulting from your use of the service. We will not be liable to you for special, indirect or consequential damages.