



# First National Bank

P.O. Box 269  
Giddings, Texas 78942-0269

## Online Banking Agreement

**Browser Security Requirements:** First National Bank of Giddings' Online Banking product uses 128-bit encryption to ensure your account information remains safe and confidential while traveling over the Internet. You will need a 128-bit encryption web browser to access our online banking.

*Netscape Users:* In Navigator or Communicator, click on the Help menu and select "About Navigator" (or "About Communicator"). Look for the boldface section on the left side of the screen. If it says, "This version supports U.S. security," you have 128-bit security. If it says, "International Security", you do not have 128-bit security and will need to upgrade your browser before using online banking.

*Microsoft Internet Explorer Users:* In Internet Explorer, click the "Help" menu and select "About Internet Explorer." Look at the "Cipher Strength." If the Cipher Strength is anything lower than 128-bit, you will need to upgrade your browser before using online banking. Windows 2000 users will need to also update their operating system encryption.

### The Service

First National Bank of Giddings, Texas ("Bank"), agrees to provide Internet banking services ("Online Banking") as described from time to time in information distributed by the Bank to its customers. In this agreement, "Customer" refers to the person or persons subscribing to or using Online Banking. You may use a Personal Computer ("PC"), an Internet connection, an access ID and password to obtain account balances and transaction information. You may also use your PC to obtain transaction history on your accounts or transfer money between your accounts. However, transfers from your Money Market account to another account or to third parties by pre-authorized, automatic, or telephone are limited to six per statement cycle with no more than three by check, draft, or similar order to third parties. Transfers from a savings account to another account or to third parties by pre-authorized, automatic, or telephone are limited to six per quarter with no transfers by check, debit card, or similar order to third parties. **BY PRINTING OUT AND COMPLETING THE ONLINE BANKING APPLICATION, YOU THEREBY INDICATE YOUR CONSENT TO THESE TERMS AND ACKNOWLEDGE YOUR RECEIPT AND UNDERSTANDING OF THIS DISCLOSURE. PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.**

### Your Access ID and PIN

Each individual who requests access to Online Banking, including each individual named on joint accounts, must designate a unique password. Your password must be a minimum of 6 characters with a maximum of 14 characters, with at least four alphanumeric characters and two numbers. When you log in to the system as a First Time User you must use access ID your temporary password assigned to you by the Bank. You will be required at that time to change your access ID and password to one of your choosing. We reserve the right to require periodic password changes and establish limits on re-use of passwords. To guard against unauthorized use of your access ID and password, the Bank disables the password on the third incorrect attempt to log in. The disabling of the password keeps any unauthorized agent from attempting to guess a password. This will occur if you accidentally activate this security feature by unintentionally miss-keying a password three times. You will need to call the Bank to re-establish the password for your account(s). At that time, your password will be reset to your original temporary password.

Passwords and access ID's are case-sensitive. A common mistake made by users is having the caps-lock on while keying in an access ID or password. Since you cannot actually see the password characters you are typing, it is easy to think you are typing the password correctly.

## **Delivery of Your Transfers**

You may schedule transfers to be initiated on the current Business Day or on a future date, subject to the restrictions in agreements between you and the Bank. Although you can enter transfer information through Online Banking twenty-four (24) hours a day, seven (7) days a week, transfers can be initiated only on Business Days. Funds will be deducted from your account on the Business Day on which a transfer is to be "initiated." This date is referred to in this Agreement as the "Transaction Date." If you direct the initiation of a transfer to occur on a day other than a Business Day, it will be initiated on the following Business Day. Transfers must be scheduled by the normal cut-off time of 3:00 pm (CST) on any Business Day in order for the transaction to be completed on that Business Day. A transfer initiated through Online Banking before 3:00 pm (CST) on a Business Day will be posted to your account(s) the same day. All transfers completed on a Saturday, Sunday or banking holiday or after 3:00 (CST) on a Business Day will be posted on the next Business Day.

## **Business Days/Hours of Accessibility**

Unless otherwise defined by this Agreement or in an Exhibit, a Business Day is any day that the Bank is operating and open for business. Saturdays, Sundays and Federal holidays will not be considered Business Days. All transactions, deposits, instructions and entries received by the Bank on a day that is not a Business Day will be treated as if received on the next Business Day. Contact us for information regarding the Bank's normal business hours or visit our website for hours of operation. You can usually access your account(s) through Online Banking seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of our Online Banking products may not be available due to system maintenance or reasons beyond the Bank's control. The Bank specifically does not warrant that Online Banking will be available at all times.

## **Our Liability of Failure to Complete Transactions**

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

- a) If, through no fault of ours, you do not have enough money in your account to make a transfer.
- b) If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.
- c) If the money in your account is subject to legal process or other encumbrances restricting transfer.
- d) For any other loss which is your fault or responsibility and not our fault or responsibility.

## **Documentation**

All payments, transfers, and/or fees made with Online Banking will appear on your monthly account statement. The date of the transaction will be shown for each transaction made through Online Banking during that month. If you have arranged to have direct deposits made into your account, you can use Online Banking to find out whether or not the deposit has been made.

## Equipment

You are solely responsible for the equipment (including, in the case of Online Banking, your personal computer and software) you use to access Online Banking. We are not responsible for errors or delays or your inability to access Online Banking caused by your equipment. We are not responsible for the cost of upgrading equipment to stay current with Online Banking nor are we responsible, under any circumstances, for any damage to your equipment or the data that resides on it.

## Notice of Your Rights and Liabilities

Security of your transactions is extremely important to us. Use of Online Banking therefore requires an access ID and password. If you lose or forget your access ID or password, please call Customer Service at 979-542-1200 during normal business hours. We will promptly reset your password after verifying your identity.

We may accept as authentic any instructions given to us through the use of your access ID and password. You agree to keep your access ID and password secret, and to notify us immediately if your access ID or password is lost or stolen, or if you believe someone else has discovered your access ID or password. You agree that *if you give your password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use Online Banking.* Do not discuss, compare, or share information about your account number(s), access ID, or password, with anyone *unless you are willing to give him or her full use of your money.* If you furnish your password and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized and we have sufficient time to act on your instructions. Online Banking enables you to change your password; we require that you do so regularly. We may be liable for certain security breaches to the extent required by applicable law and regulation.

We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to but are not obligated to (1) monitor and/or record all communications and activity related to Online Banking and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your access ID or password was used in connection with a particular transaction. If any unauthorized use of your access ID or password occurs you agree to (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds. **WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN ACCESS ID's OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.** Tell us **AT ONCE** if you believe your access ID or password has been lost, stolen, or compromised in any way. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50. If you do **NOT** tell us within 2 business days after you learn of the loss or theft of your access ID or password, and we can prove that we could have stopped someone from using your access ID or password without your permission, if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us **AT ONCE**. We must hear from you no later than 60 days after we sent the **FIRST** statement on which the problem or error appeared.

1. Tell us your name and account number.
2. 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.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

If you do not tell us within 60 days after the statement was mailed 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 will extend the time periods for a reasonable period of time. If you believe your access ID or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed below.

## **Errors and Questions**

**In Case of Errors or Questions About your Electronic Transfers, Call or Write** to us at the telephone number or address listed below, as soon as you can, if you think your statement is wrong or if you need more information about a transfer or payment listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

Tell us your name and account number. Describe the error or 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 us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for new accounts or point-of-sale or foreign-initiated transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days for new accounts) 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 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

**First National Bank of Giddings**

**108 E. Austin / P O Box 269**

**Giddings TX 78942**

**Business Days: Monday through Friday, 9:00 am to 3:00 pm**

**Excluding Federal Holidays**

**Phone: 979-542-1200**

## **Disclosure Information to Third Parties of Account**

We will disclose information to third parties about your account or the transactions you make:

- a) Where it is necessary for completing transfers or
- b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- c) In order to comply with government agency or court orders, or
- d) To our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law, or
- e) If you give us written permission.

## **Authorization to Obtain Information**

You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit-reporting agency.

## **Termination**

If you want to terminate your access to Online Banking, please call Customer Service at **979-542-1200**. After receipt of your call, we will send a written termination authorization for your signature and return to us. We reserve the right to terminate Online Banking, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend Online Banking in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of the system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your access ID or password as an indication of an attempted security breach. Termination of Online Banking does not affect your obligations under this Agreement with respect to occurrences before termination or cooperation after termination.

## **Limitation of Liability**

Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by Online Banking or the use thereof or arising in any way out of the installation, operation or maintenance of your PC equipment.

## **Assignment**

You may not transfer or assign your rights or duties under this Agreement.

## **Governing Law**

The laws of the state of Texas shall govern this Agreement and all transactions hereunder, without giving effect to any conflict of laws, rule, or principle that might result in the application of the laws of another jurisdiction. Customer acknowledges that he/she has reviewed this Customer Agreement, understands the terms and conditions set forth herein, and agrees to be bound thereby.

## **Amendments**

We can change a term or condition of this Agreement by mailing or delivering to you a written notice at least thirty (30) days before the effective date of any such change. We do not need to provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain and restore the security of our system or an account. However, even in these cases, if the

change is to be made permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement that we send you, or within thirty (30) days, unless disclosure would jeopardize the security of our system or an account. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you in either our checking or savings account records, or e-mail address in which you authorized the Bank to send such notices and/or disclosures.

### **Indemnification**

Customer, in consideration of being allowed access to Online Banking, agrees to indemnify and hold the Bank harmless for any losses or damages to the Bank resulting from the use of Online Banking, to the extent allowed by applicable law.

### **Security Procedures**

By accessing Online Banking, you hereby acknowledge that you will be entering a protected website owned by the Bank, which may be used only for authorized purposes. Any unauthorized use may be a violation of state and/or federal law and will be prosecuted to the fullest extent allowed by law. The Bank may monitor and audit usage of the system and all persons are hereby notified that use of Online Banking constitutes and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.

### **Severability**

In the case any one or more of the provisions contained in this agreement or any agreement referred to herein should be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

