



A division of First National Bank Texas

COMMERCIAL ONLINE SERVICES TERMS AND CONDITIONS

These Commercial Online Services Terms and Conditions set forth the terms and conditions under which you may utilize the online features of your account(s). Our Online Services are accessed through our Online Banking system. By using any of our Online Services, you agree to be bound by these Commercial Online Services Terms and Conditions. You should keep a copy of these Commercial Online Services Terms and Conditions for your records.

Online Services for Commercial customers consists of an Online Banking website that provides an array of financial services to our customers, including:

- Balance Inquiries
- Transfer of funds between accounts
- Stop payment orders/check re-orders/change of address
- Access to various reports
- Email/Secure Messaging
- ACH Origination (subject to additional agreement)
- Additional services and features as they become available

By using Online Services, customers may access their account data online with up to ninety (90) days of transaction detail.

1. **Definitions.** Capitalized terms used herein but not otherwise defined hereby shall have the meanings assigned to them by the Deposit Agreement.

“Bank”, “we”, “us” and “our” means First National Bank Texas, a national banking association, or First Convenience Bank, a division of First National Bank Texas, and any Agent, independent contractor, designee, or assignee we may involve or who may assist in providing services in connection with the Online Banking feature of your account.

“Company”, “Customer”, “You” and “your” mean each person (individual, corporation, partnership, organization or other entity) in whose name the account is opened or added as an Owner or an Agent as evidenced by the Signature Card, all other authorized representatives of such persons, and any person who subscribes to or is authorized to use Online Banking in connection with your account.

“Transfer Cut-Off Time” is 9:00 p.m. (CT) on each calendar day, which includes holidays. Transfers scheduled for the current calendar day will be processed up to 9:00 p.m. (CT). Transfers scheduled after 9:00 p.m. will be processed on the next calendar day.

2. **Security-Related Matters for Online Services.**

- A. **Log-In Security; Usernames and Passwords.**

Security is very important to the Online Banking system. At the time you request the Online Banking service, you will select a unique “username and password”. The password must be eight (8) characters in length and contain one (1) alpha and one (1) numeric character. Special characters are allowed.

Because your password is used to access your accounts, you should treat it as you would any other confidential or private data. You should carefully select a password that is hard to guess. Keep your password safe. Memorize your password and never tell it to anyone. You should change your password periodically, such as every ninety (90) days. This can be done at any time after you log on from the “Administration” menu. **YOU SHALL INDEMNIFY AND HOLD US HARMLESS FROM ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES, COSTS, EXPENSES AND ATTORNEYS’ FEES WE SUFFER OR INCUR BECAUSE OF OR RESULTING FROM YOUR PERMITTING OTHER PERSONS TO USE YOUR USERNAME AND PASSWORD TO ACCESS THE ONLINE BANKING SYSTEM.**

In addition to the security measures described above, there may be other security notices posted on our Online Banking website regarding security issues. It is your responsibility to read all applicable notices. To help prevent unauthorized access and ensure the security of your accounts, we will end your Online Banking session if we have detected no activity for twenty (20) minutes. This is to protect you in case you accidentally leave your computer unattended after you log on. When you return to your computer, you will be prompted to re-enter your username and password.

- B. **No Signature Requirements.** When any payment or other online service generates items to be charged to your account, you agree that we are permitted to debit the designated account, or the account on which the item is drawn, without requiring your signature on the item and without any notice to you.
- C. **Notice of Your Rights and Liabilities with Respect to Unauthorized Account Access.** You must notify us **IMMEDIATELY** if you believe or have reason to believe your mobile device, username or password have been compromised, lost, stolen or used without your authorization. You could lose all the money in your account plus any other funds available to you through your account. Also, notify us **IMMEDIATELY** if your statement shows transfers that you did not make or authorize.

Your Liability For Unauthorized Transactions And Transfers

You will not have the benefit of any consumer law limiting liability with respect to unauthorized transactions or transfers. This means your liability for unauthorized transactions and transfers could be greater than the liability in a consumer transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of your Online Banking account as described in this agreement. You agree that you are liable for transactions and transfers you do not authorize unless you can prove that we processed the transaction in bad faith or failed to act in accordance with commercially reasonable standards of the banking business. Reasonable care in the handling of items shall be measured by the standard of the reasonableness of the banking procedures established for the transaction involved. A mere inadvertence or an honest mistake of judgment will not constitute a failure to perform such obligations or a failure to exercise ordinary care, and in no case will be deemed wrongful.

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1/1/15

Cooperation. You must assist us in any investigation concerning unauthorized transaction or transfer claims. Assistance may include, but is not limited to, providing all necessary information and identification concerning the claim. You may be requested to file a report with the local law enforcement agency. Failure to file a report will not cause your claim to be denied in and of itself.

- D. **Security Procedures Under the Agreement.** Where required for any Service, the bank and the Company will agree in writing to one or more security procedures ("Security Procedures") that must be used by the bank and the Company in connection with the Service(s). As part of the Security Procedures, the bank may employ various authentication technologies. The bank employs various security and authentication technologies to ensure that the Company is communicating directly with the bank. Such bank authentication procedures and technologies include, but are not limited to; use of the Company User IDs, passwords and other Additional Authentication Information that the bank may require the Company to provide at the bank's sole discretion. Such Additional Authentication Information may include security questions and responses and/or use of other hardware-based and software-based security and authentication tools, programs and procedures. The Company is responsible for the establishment and maintenance of its internal procedures reasonably adapted to insure the confidentiality and security of Security Procedures. **THE COMPANY UNDERSTANDS AND AGREES THAT IT WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER ALL USER IDS AND PASSWORDS OF THE COMPANY'S AUTHORIZED PARTIES, CONTACTS AND USERS, AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL THE COMPANY WOULD USE FOR CASH OR A MECHANICAL CHECK-SIGNING MACHINE, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL IN THE CIRCUMSTANCES.** If the Company believes or has reason to believe that any Security Procedure has or may have become known by unauthorized persons, the Company shall immediately notify the bank by telephone and confirm such oral notification in writing to the bank within twenty-four (24) hours of the oral notification. The bank will replace the Security Procedures in accordance with the bank's standard security requirements related to the applicable Service(s). To the maximum extent permitted by applicable law, the Company will be solely liable for all transactions, including funds transfer instructions and other communications, initiated before the bank has received such notification and has had a reasonable opportunity to act on such notification. The bank reserves the right to change any or all of the Security Procedures offered and/or used at any time by giving oral or written notice to the Company. The Company agrees that its use of the related Service(s) after the bank provides notice of such changes constitutes Company's acceptance of the new Security Procedures. The Company acknowledges that the purpose of Security Procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. The bank is not agreeing to any security or other procedures for the detection of errors. The Company represents that for the Service or Services it requests, it considers the Security Procedures to be commercially reasonable with respect to the size, type, and frequency of funds transfers it anticipates issuing and the information which will be transmitted.
- E. **Company's Data Security Obligations.** With regard to obtaining any Services under this Agreement, the Company must comply with the computer hardware, software, and Security Procedures requirements as set forth by the bank. The bank reserves the right as encryption technology develops to impose further reasonable requirements to maintain the appropriate level of security for the Services and transactions contemplated hereunder and the Company agrees to abide by such requirements. Furthermore, the Company understands and acknowledges that if the Company does not follow commercially reasonable hardware, software, physical access and physical storage security procedures regarding any Company-owned data, including such data containing the sensitive personally identifiable information of any individual, the security of the Company's transactions and/or Company-owned data, including sensitive personally identifiable information, may be compromised. The Company understands, acknowledges and agrees that installation, maintenance and operation of the Company's computer hardware and software and related security procedures, including, but not limited to, data security protection, firewalls and anti-virus software, is the Company's sole responsibility, and that the Company is solely responsible for securing, encrypting, protecting and otherwise safeguarding the Company-owned data.
- F. **Virus/Malware Protection.** We are not responsible for any electronic malware, virus or viruses that you may encounter. We encourage our customers to routinely scan their computers, mobile devices and external storage devices using a reliable virus and malware protection product to detect and remove any viruses or malware. Undetected or unrepaired viruses or malware may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus or malware to other computers, mobile devices or external storage drives.
- G. **Links.** We have a number of links to other sites on our website. These are offered as a courtesy and a convenience. We assume no responsibility for the content, safety, security, or privacy of any such link or site or any transactions with respect thereto. If you have questions or concerns about any other site's policy regarding these matters, you should contact that site or its sponsor.

3. **Standards and Requirements for Using Online Banking.**

- A. **Enrollment Process.** The Online Banking service requires you to complete the initial enrollment process by providing the information needed to enable the service.
- B. **Accounts.** You may request to be permitted to access any account on which you are an Owner or an Agent via Online Banking. If you desire services that allow you to initiate payments or transfers from the account(s), you will need the required withdrawal authority for the account(s) by completing the Commercial Online Services Access Authorization Request form to be able to complete the transaction. By using Online Banking, you agree to maintain one or more accounts with us and to keep sufficient balances in each account to cover any transactions and fees that are ultimately approved by or related to the system. If the accounts added to the service are jointly held or have multiple Agents, you agree that access to the information and all transactions initiated by the use of your username and password are authorized unless we have been notified to cancel the service.
- C. **Authorized Users.** The "**Authorized User**" is the person designated as such by you on your Commercial Online Services Access Authorization Request form. The Authorized User shall be authorized to use the Online Banking system solely for the Services requested by you and approved by First National Bank Texas/First Convenience Bank for your use. An Authorized User shall include any person whom you designate as an Authorized User on your Commercial Online Services Access Authorization Request form and any person later designated as such pursuant to a written request from an Owner or an Agent of the account delivered to First National Bank Texas/First Convenience Bank unless and until an Owner or an Agent of the account delivers a written request to First National Bank Texas/First Convenience Bank stating that such person shall be removed as an Authorized User. You may replace the Authorized User with another person by providing to First National Bank Texas/First Convenience Bank evidence sufficient, in First National Bank Texas/First Convenience Bank's sole discretion, to show that you have duly authorized such an action.

First National Bank Texas/First Convenience Bank is authorized to rely on instructions received from and actions made by any person using the Online Banking username and password by any Authorized User. The instructions received from and actions taken by any person using such a username and password shall be deemed effective as if made by someone authorized to act on behalf of you. You agree to be responsible for any loss that results from such instructions that First National Bank Texas/First Convenience Bank receives from or other actions taken by such persons authorized to act on behalf of you, as if you had provided such instructions or had taken such actions.

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1/1/15

- D. **Fees for the Online Banking Service.** The Online Banking service is available to our customers at no charge. The Transfer feature and Account Alert feature are all optional services available at no charge.
- E. **Termination of Online Banking.** You may terminate the use of Online Banking by contacting us in writing by mail, email sent through the Online Banking website, or personal delivery to us. We may, in our discretion, cancel your access to Online Banking at any time without prior notice and without cause. You will remain responsible for all transactions approved via Online Banking prior to the cancellation of that feature and for any other fees associated with your use of Online Banking. If your account is closed or restricted for any reason, Online Banking accessibility will automatically terminate.
- F. **Ownership of Material.** We are a member of Fidelity Integrated Financial Solutions and the Online Banking system is a product of Fidelity Integrated Financial Solutions. Unauthorized reproduction in whole or part is prohibited.

4. **Online Banking Features.**

A. **Balance Inquiries and Transfer Limitations.**

You may use Online Banking to check the balance of your accounts, transfer funds among your accounts. Savings and money market accounts are subject to federally regulated transaction limitations which dictate how many transactions may be completed within a monthly service charge period. Up to six (6) transfers (to include AccountTRANSFER Overdraft Protection transfers) are permitted to another account of yours at the bank or to a third party. These transfers may be by means of preauthorized or automatic transfer or telephone agreement. Transactions not within these limitations may result in the closure of your account. Additionally, you may visit the bank to withdraw funds, have us mail you a check payable to you or withdraw money at the ATM with your card. These are not third-party transactions and are not limited; however, normal transaction fees will apply. There are no limits to the number of transfers from accounts that are checking accounts.

Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. The balances are updated periodically and the system will display the most current "as of" date on the "accounts" summary page. There may be situations that cause a delay in an update of your balances. The Online Banking system will use the most current balance available at the time of a transaction to base our approval.

B. **Special Information About the Stop Payment, Check Reorders, Address Change, Order Documents and Secure Email Services.**

The Online Banking system includes several menu options that provide a means to securely forward your request to us for processing. Generally, requests received from the Online Banking system will be processed within two (2) Business Days using procedures that would handle similar requests received by mail or fax. If urgent action is required, we recommend that you contact us directly by telephone or in person.

The Stop Payment feature is designed to submit a request to stop payment on checks you have written. We must be contacted to process ACH stop payment requests; they cannot be processed using the stop payment feature within Online Banking. There may be additional fees associated with some of these services.

C. **Scheduling Transfers and Payment Authorization.**

Once enrolled in Online Banking you may make one-time or recurring transfers at any time to any accounts on which you are an Owner or an Agent. Transfers are allowed up to the available balance in the "transfer from" account. You may cancel a recurring transfer at any time through Online Banking. Transfers will be immediately debited from your account if processed before 9:00 p.m. (CT), and will be deposited into the transfer to account. You authorize the bank to withdraw, debit or charge the necessary funds from your designated account in order to complete all of your designated transfers and payments. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal.

The completion of a transfer or payment is subject to the availability of sufficient funds at the time the transaction is posted. If enough funds to complete the transfer or payment are not available, we may, in our discretion, refuse to complete the transaction.

The bank is under no obligation to inform you if it does not complete a payment or transfer because there are non-sufficient funds in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer within Online Banking.

D. **E-Statements**

You agree and understand that the bank may send the following communications in electronic form:

- Legal and regulatory disclosures and Communications associated with the account
- Notices or disclosures about changes to the terms of your account
- Privacy policies and notices
- Monthly (or other periodic) billing or account statements (E-Statements) for your account or such other communication we may include from time to time.

E-Statements, notices, and electronic communication can be accessed directly from Online Banking by selecting the E-Statement option on the Accounts Overview screen.

To receive and retain E-Statements, notices and other electronic communication, you must have a working connection to the Internet with email, capability to open Portable Document Format (.PDF) files with Adobe Reader 5.0 or higher and sufficient electronic storage space on your computer's hard drive or other data storage unit. Upon enrollment, E-Statements, notices, and other electronic communication will be made available in electronic format only. Requests for paper copies of these documents will be subject to Research fees as disclosed in our Banking Services/Fee Schedule. You may request paper copies by sending your requests to the address provided in the Errors, Questions, and Customer Support section of the Online Services Terms and Conditions or by secure email sent through the Online Banking website. You may change your email address(es) at any time by editing your profile. At the time of enrollment or upon our request, you agree to provide us an email address.

We will send you an email notification when you have E-Statements, notices, or electronic communications that are available to view. You are responsible for updating your email address. If your email notification is returned to us you are still responsible for logging in periodically to view your E-Statements, notices, or electronic communications. If you are unable to view your E-Statement, notices, or electronic communications once you have logged in, please contact our Customer Support.

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If we change the minimum hardware or software requirements and you are unable to receive E-Statements, notices and electronic communication, you will be released from these Terms and Conditions without any penalty. You may withdraw your consent for E-Statements, notices and electronic communication by editing your profile at any time by selecting the E-Statement menu within Online Banking. Upon withdrawal, the documents will be sent in paper form to your address of record. We will not impose any fee to process the withdrawal of your consent, however, depending on your account type your account may be charged maintenance fees for paper statements. Please see your disclosures or contact us for details. Upon termination of E-Statements, notices, or electronic communication, by you or by us, a new enrollment will be required to reinstate this service.

E. Alerts

We provide Mandatory and Voluntary Alerts (collectively, "Alerts"). Alerts can be accessed at any time.

Mandatory Alerts are sent to you following important account activities or when certain changes are made online to your Online Banking account, such as a change in your email address, password and transfer activities. You do not need to activate Mandatory Alerts. We automatically activate them for you. You will not have the ability to suppress these Mandatory Alerts.

Voluntary Alerts must be activated by you. Voluntary Alerts can help you manage your accounts. We recommend that you set up Voluntary Alerts for important thresholds, particularly a low balance. Activate this important Alert by selecting "Balance Alerts" and place a dollar amount in the amount field that populates in the "Available Balance Goes Below \$" alert screen. Other types of Voluntary Alerts are available, and you may select from among these options upon activation of your Voluntary Alerts service.

Both Mandatory and Voluntary Alerts are subject to the following:

We may add new Mandatory and Voluntary Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so.

Alerts will be sent to the email address or mobile phone number you provided as your contact information within Online Banking. If your email address or your mobile phone number changes, you are responsible for informing us of that change. Changes to your primary and secondary email addresses will apply to all of your Alerts. While the bank does not charge for the delivery of the Alerts, please be advised that text or data charges or rates may be imposed by your carrier.

You understand and agree that your Alerts may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any Alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any Alert, for any errors in the content of an Alert, or for any actions taken or not taken by you or any third party in reliance of an Alert.

Because Alerts are not encrypted, the bank will not systematically include your username, password or full account number. However, you have the ability to set your account number as your account name within Online Banking. We do not recommend that you use your full account number as your account name. If you set your account name as your account number your account number will display on all email and text alerts that you have selected. Alerts may include your name and some information about your accounts. Depending upon which Alerts you select, information such as your account balance or recent transfer activities may be included. Anyone with access to your email or mobile device will be able to view the contents of these Alerts.

F. ACH Origination

ACH Origination services may be accessed through Online Banking for an additional charge. You must also execute the ACH Origination Agreement in order to access these services.

Financial Review; Audit and Investigation. You understand that the bank may, in accordance with its internal operating policies, conduct reviews of your financial situation to determine the credit risk that you present to the bank with respect to your use of the Online Banking system in accordance with these Terms and Conditions. In connection with such reviews (which may include a review of your accounts with the bank), you agree that, upon the request of the bank, you shall provide the bank with your most recent quarterly and annual financial statements and/or federal and state income tax returns for review by the bank. Based upon such review the bank may, in its sole discretion, determine whether you remain eligible to use any or all of the Services, and if the bank so determines that you are not so eligible, then the bank may, in its sole discretion, and upon written notice to you, remove or suspend your access to any of the Services or terminate these Terms and Conditions immediately. In addition, upon the occurrence of any event of unauthorized use of any username or password of any Authorized User, or any other unauthorized access of one or more of your accounts, or any loss therefrom, You acknowledge and agree that the bank, itself or through its authorized representative(s), may, in its sole discretion (but shall have no obligation to), conduct an audit or investigation of your Online Banking practices, security procedures and protocols. You hereby agree to provide the bank with access to your facilities, equipment and personnel for purposes of enabling the bank to identify the cause(s) or potential cause(s) of such unauthorized access, loss or other security breach.

5. Errors, Questions and Customer Support.

In cases of errors or questions concerning transactions completed with Online Banking, do one of the following, as soon as possible:

- Call Customer Support at 254-554-6699, 800-677-9801 or TTY 866-390-9768; or
- Write to Customer Support, P.O. Box 937, Killeen, TX 76540; or
- Send a secure message by using the "Message" menu.

6. Time Zone.

Any time stated in these Terms and Conditions shall mean such time as Central Time, as applicable in Killeen, Texas, United States of America.

7. Online Banking Privacy Disclosure. We understand how important privacy is to our customers. We have taken steps to ensure your security and privacy for your personal and financial dealings with us. Visitors to our general, publicly accessible website remain anonymous, and our Online Banking website has security features not found on our general website. We do not collect unique identifying information about you individually unless you voluntarily and knowingly provide us that information. The only time we will send you a "cookie" is when you have used the portal and the separate Online Banking website. A "cookie" is data that is given to a browser by a web server that is returned by the browser on subsequent transmissions to identify the user and specifically designated information.

We collect general information about your visit, such as when our site was accessed, which pages were accessed and what Internet provider was used, but we are unable to identify a specific user from this record. You may elect to provide us with more specific information, such as when you give us feedback or send us

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an email. Email sent via the Online Banking website will be protected, and, accordingly, requests emailed from the Online Banking website may contain confidential information or requests such as address changes.

If you would like to know what information we have collected regarding your visit to our website, contact Customer Support or the specific department you emailed (i.e., Customer Support, Loans, etc.). After reviewing the information, if you believe any of it is in error, contact Customer Support or that specific department and explain the alleged discrepancy. If the information is incorrect, we will update it promptly. In addition, if you believe any information we have collected about you has been used for an improper purpose, contact our Compliance Officer, and explain your concerns in as much detail as possible so we may take any appropriate action.

8. **Disclosure of account information to third parties.** We may, in our discretion, disclose information about your account(s) or transactions involving your account(s) to third parties only as follows:
 - The disclosure is necessary to complete a transaction that you have authorized or requested.
 - The disclosure is necessary to verify the existence and condition of your account to a third party, such as a credit bureau or merchant.
 - The disclosure is necessary to comply with a governmental agency or court order.
 - You gave us permission (in writing, if required) to make the disclosure.
 - The disclosure is necessary to collect information for internal use, or the use of our service providers or servicing Agents and contractors concerning our electronic funds transfer service.
 - The disclosure involves a claim by or against us concerning a transaction involving your account.
 - The disclosure otherwise is required or permitted under state or federal laws and/or regulations concerning our electronic funds transfer service.
9. **Children's Privacy.** Protecting the privacy of our children is more critical today than ever. For that reason, our website is not structured to attract children under the age of 13. You must be 13 or older to submit our forms via our website.
10. **Non-Assignment.** Customer may not assign this Agreement or any of the rights or duties hereunder to any person without bank's prior written consent.
11. **Headings.** Headings are used for reference purposes only and shall not be deemed a part of these Online Services Terms and Conditions.
12. **Binding Agreement; Benefit.** These Online Services Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
13. **Severability.** In the event that any provision of these Online Services Terms and Conditions shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of these Online Services Terms and Conditions shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
14. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY 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 YOUR USE OF THE ONLINE BANKING SERVICE OR ANY OF ITS FUNCTIONS, AND YOU SHALL INDEMNIFY AND HOLD US HARMLESS FROM ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES, COSTS, EXPENSES AND ATTORNEYS' FEES WE SUFFER OR INCUR BECAUSE OF YOUR USE OF THE ONLINE BANKING SERVICE.**

The Commercial Online Services Terms and Conditions are subject to change. To view the current version of the Commercial Online Services Terms and Conditions please visit www.1stnb.com or www.1stcb.com and select Online Services on the home page. These Commercial Online Services Terms and Conditions supplement and are incorporated by reference in the Deposit Agreement, the agreement between you and the bank governing your account. If any provision of these Commercial Online Services Terms and Conditions conflicts with any other provision of the Deposit Agreement, then the provision of these Commercial Online Services Terms and Conditions will govern only with respect to the Online Banking and E-Statement features of your account.

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