

ONLINE SERVICES TERMS AND CONDITIONS/MOBILE BANKING END USER LICENSE AGREEMENT

These Online Services Terms and Conditions set forth the 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 Online Services Terms and Conditions. You should keep a copy of these Online Services Terms and Conditions for your records.

Online Services consists of an Online Banking website that provides an array of financial services to our customers, including, for example, Bill Pay, Transfers, Mobile Banking, E-Statements and Alerts. We allow customers to access their account information and 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. The Deposit Agreement is the agreement between you and the Bank that governs your Account with us.

“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 or provide services in connection with the Online Banking feature of your account.

“Bill Payment Cut-Off Time” is 8:00 p.m. (CT) on each business day. Bill Payments scheduled for the current business day will be processed up to 8:00 p.m. (CT). Bill Payments entered after 8:00 p.m. or on a non-business day will be processed on the next business day.

“Electronic Item” means the electronic image of each paper item (check) and other information captured from the paper item (check).

“MICR Line” is the information in the magnetic ink character recognition line of a paper item (check) that is used for routing and transmission of Electronic Items.

“Mobile Check Deposit Cut-Off Time” is 6:00pm (CT) Monday –Saturday (5:00pm (CT) on Federal holidays) and 4:00pm (CT) on Sunday. Electronic items transmitted after our cut-off times will be processed the next day. Items will not be processed on days the bank is closed, such as Easter, Thanksgiving Day and Christmas Day.

“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.

“You,” “your,” “customer” and “company” 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, all other authorized representatives of such persons, and any person who subscribes to or uses Online Banking in connection with your account.

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, one (1) numeric character, and one (1) capitalized letter. Special characters are allowed. If you access your account via Mobile Banking, you will use the same username and password you establish for Online Banking.

Because your password is used to access your accounts, you should treat it as you would any other sensitive personal 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 consider changing your password occasionally, 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 Internet service generates items to be charged to your account, you agree that we may 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 inform us **AT ONCE** if you believe or have reason to suspect that your mobile device, username or password have been compromised, lost, stolen or used without your authorization. Failure to notify us could result in you losing all the money in your account plus any other funds available to you through your account. Telephoning us at the number listed below in the Errors, Questions and Customer Support section is the best way of limiting your possible loss. If you notify us within two (2) business days, you can lose no more than \$50 if someone used your username and password or accessed your account, via Online Banking or Mobile Banking, without your permission. If you do NOT notify us within two (2) business days after you learn of the loss, theft or compromise of your mobile device, username or password, and we can demonstrate we could have stopped someone from using it without your permission if you had told us, you could lose as much as \$500. Also, notify us **AT ONCE** if your statement shows transfers that you did not make or authorize. If you do not notify us within sixty (60) days after that statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can demonstrate 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 notifying us, your liability cannot exceed \$50.
- D. **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.

E. **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 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 access via Online Banking any account on which you are a signer or owner. 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) 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. **Fees for the Online Banking Service.** There is no fee to enroll or view account information within Online Banking or Mobile Banking. No fees will be assessed to bank customers for using the alert functions, transfer functions, or bill pay services. Fees will apply for using the People Pay services within Online Banking or Mobile Banking.
- D. **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. Online Banking is a privilege extended to you, and we retain the right to 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.
- E. **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, Bill Payment, Transfer, and People Pay Limitations.**

You may use Online Banking to check the balance of your accounts, pay bills online, transfer funds among your accounts, transfer funds to other bank account holders, or process one-time person-to-person payments externally via People Pay.

Savings and Money Market Accounts are subject to federally regulated transaction limitations which dictate how many transactions can 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 or Bill Payments from accounts that are checking accounts. We currently limit the Bill Payment Service to Checking and Money Market Accounts only. People Pay is available for most personal checking, money market, and small business accounts in which the owner is a sole proprietor.

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. There may be additional fees associated with some of these services. The Stop Payment feature is not available to cancel the payments scheduled through the Bill Payment service. If you have a problem or need to cancel a Bill Payment, you must stop (remove) the payment from your Payment Outbox prior to it being processed.

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 a signer or owner. Customers with a personal checking or savings account may make one-time or recurring transfers to another First National Bank Texas or First Convenience Bank customer. Online Banking transfers will be limited to \$5,000 per calendar day. Business account holders are able to make one-time or recurring transfers at any time to any account on which you are a signer or owner. Transfers are allowed up to the available balance in the "transfer from" account.

You can 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 recipient's account. In order to transfer funds to another First National Bank Texas or First Convenience Bank customer, you must first enroll in Online Banking. The recipient must also be enrolled in Online Banking and have a checking or savings account at First National Bank Texas or First Convenience Bank. You will be required to provide information in order to process the transfer to include: account number, account type, description and either the company name or account holder's last name. There is not a fee assessed for scheduling an Online Banking transfer between accounts at First National Bank Texas or First Convenience Bank. 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 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. **Bill Payment Service.**

The Bill Payment service enables customers to pay their bills online or via a mobile device. To access the Bill Payment service online or via a mobile device, you must first enroll by selecting the "Bill Payment" menu on the Accounts Overview screen within Online Banking. To use the service have completed the enrollment steps, and have a valid Social Security Number.

To pay bills using Bill Payment, set up your payees by choosing from the Payee List or by entering necessary information to create a new payee within Online Banking. Paying a bill can be conducted online or via a mobile device once a payee is created within Online Banking. We maintain a large vendor database of regional or national billers to make this process quick and easy. The Bill Payment service will also allow you to see a history of the payments made from your accounts.

Providing there are sufficient funds in your account, scheduled payments will normally be charged to your account on the business day that is associated with the scheduled due date for the bill. Each scheduled payment must be greater than \$1 and less than \$10,000.01. The daily aggregate Bill Payment limit is \$10,000 for all payments processed on one (1) business day. You will receive an email if a scheduled payment is declined when presented for payment. You also may change the payment to a future date.

Although payments may be scheduled for the current business day or any date in the future at any time, they will only be processed once a day at our Bill Payment Cut-Off Time of 8:00 p.m. (CT) on any business day. (If you attempt to schedule a payment for that day after 8:00 p.m., the system will notify you that the payment will be scheduled for the next business day.) Anything scheduled on a non-business day, or after the Bill Payment Cut-Off Time, will not be sent out until the following business day. Since we must forward the funds and billing information to the payee, some lead time for payments is necessary. In general, the Bill Payment system will attempt to notify you when you can expect the payment to be received by the payee. The estimated payment "deliver by date" is typically shown on the screen when you schedule the payment. (Our Bill Payment system assumes the payee/vendor will promptly process the payment on the business day it is received. Any delays caused by the payee/vendor would result in additional days before the payment would show on their records.) By using the Bill Payment service, you authorize us, and any third-party payment processing agent we may use, to choose whatever method we determine, in our sole discretion, is the most effective method to process your requested Bill Payment transaction.

The time frames generally will be determined by the way the payment is sent to the payee. If we have to send a paper check in the U.S. Postal system, we typically suggest sufficient time as five (5) business days prior to the payee receiving the payment for processing at their address. If the payee accepts the payment electronically, we generally define sufficient time as two (2) business days prior to the payee receiving the payment. In all cases, the payment will be delivered to the payee/vendor by the tenth (10th) business day after the payment was approved and charged to your account.

Our Liability for Incomplete Bill Payment Transactions. We are responsible for processing all payments properly initiated through the Bill Payment system in accordance with this agreement. Except as provided in the following sentence, (a) transfers generally will be processed within two (2) business days of the completed transfer transaction and (b) we will be liable where the system caused a payment delay or failed to process a payment to be received by the payee/vendor by the tenth (10th) business day following the date your account was charged for the payment as described in "Limited Late Fee Reimbursement" provision below. Transactions may take longer to process, and we will not be responsible for any damages you suffer due to processing delays or failures if any of the following occur:

1. Funds are not showing on the system's available balance in your account that is to pay for the bill or transfer at the time of the transaction.
2. Funds are subject to legal process or other encumbrances restricting the payment or transfer.
3. You had knowledge of or questions about the possible malfunction of the system when you initiated the transaction.
4. Any information provided by you about the payee is incorrect.
5. Any delays in the handling of the payment by the payee.
6. Natural disasters (fire, flood, tornado, etc.) or other uncontrollable circumstances (mail delays, power failures, etc.) prevent proper completion and delivery of transactions.
7. Other applicable laws and/or regulations exempt us from liability.
8. It can be shown that the merchant or payee received the payment within the normal delivery time frame and failed to process the payment through no fault of Online Banking or our service providers.
9. It can be shown that the delay was caused by unusual mailing delays by the U.S. Postal Service.

Limited Late Fee Reimbursement. We will reimburse you, up to \$50 per payment, for any payee imposed fee or portion of finance charges associated with the late payment amount that the payee will not waive or reverse as a courtesy to you or to us or any third party and that was incurred by you due to a payment posting late, provided that the payment resulting in such a fee was scheduled in accordance with this agreement and instructions relating to the service and provided that none of the circumstances listed above are applicable. Reimbursement will not apply to payments scheduled in any applicable grace period (that is, if the due date for a payment is the first (1st) day of the month and by agreement, there is a fifteen (15) day grace period to make the payment, the payment must be scheduled no later than five (5) business days prior to the first (1st) of the month for reimbursement to be granted). If we or any service provider we use erroneously caused the late fees or finance charges, then such amounts will be returned to you. If the late fees or finance charges are caused by a user error, we will not be responsible for any such amounts.

E. **E-Statements, Notices and Electronic Communication**

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.

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.

F. Alerts

We provide Mandatory and Voluntary Alerts (collectively, "Alerts"). Alerts can be accessed at any time from the "Alerts" menu on the Accounts Overview screen.

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 these 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 Voluntary 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:

1. We may add new Mandatory and Voluntary Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Mandatory or Voluntary Alerts, but are not obligated to do so.
2. Alerts will be sent to the email address you have provided as your primary email address for Online Banking. If your email address or your mobile device's number changes, you are responsible for informing us of that change. 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. Changes to your primary and secondary email addresses will apply to all of your Alerts.
3. You understand and agree that your Alerts may be delayed or prevented by a variety of factors. We do our best to provide Alerts in a timely manner with accurate information. 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.
4. Because Alerts are not encrypted, we will never include your username, password or full account number. However, 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 activity may be included. Anyone with access to your email will be able to view the contents of these Alerts.

G. Mobile Banking

What is Mobile Banking? Mobile Banking provides you access to your account information and to conduct banking transactions through the use of your mobile device using the text messaging capabilities of your mobile device or using a software application provided by a third-party.

Enrollment, Technological Requirements, Communications. You may activate the Mobile Banking feature of Online Banking only through the Online Banking website, and it can be accessed at any time from the "Mobile Banking" menu. You must be able to access the Internet to complete the Mobile Banking application process. You also must have a mobile device and subscribe to a telecommunications services provider that supports Mobile Banking, and your mobile device must have access to the Internet, and/or offer text messaging. Your password for Mobile Banking will be the same as your password for Online Banking. You agree that access to your account information and all transactions initiated via Mobile Banking using your mobile device and password are authorized unless we have been notified to cancel the Mobile Banking feature. You and the bank are solely responsible for the content transmitted through the text messages sent to and from the bank. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)

Mobile Banking Log-In Security. Your Mobile Banking application is protected with multi-factor authentication. No sensitive information is stored on the mobile device. After three (3) consecutive failed log-in attempts you will be locked out and will be directed to call Customer Support. We recommend you log-in to Mobile Banking at least once every thirty (30) days to keep this feature active. Notify us IMMEDIATELY if you believe your mobile device or password have been compromised, lost, stolen or used without your authorization by calling us at the number listed below in the Errors, Questions and Customer Support section. Your rights and liabilities with respect to unauthorized access to your account using your mobile device are set forth above.

Fees Associated With Mobile Banking. The bank will not charge you any fees for requesting or using the Mobile Banking service. For fees associated with your account or other bank services please refer to our Banking Services/Fee Schedule. Please consult with your telecommunications services provider regarding fees associated with your mobile device. You agree to be responsible for any telephone charges, text messaging fees, Internet service fees and any other charges or fees your wireless carrier may impose as a result of your accessing your account(s) through the Mobile Banking service.

Accounts. You may request via Mobile Banking to access any account on which you are a signer or owner, including checking, savings, certificate of deposits and loans. Mobile Banking provides you the ability to check the balance of your account(s), view recently processed debits and credits, pay bills, perform account transfers, and conduct other banking transactions. If you desire services that allow you to transmit Electronic Items, or initiate payments or transfers from the account(s), you will need the required authority for the account(s) to be able to complete the transaction. By using Mobile 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 signers, you agree that access to the information and all transactions initiated by the use of your mobile device and password are authorized unless we have been notified to cancel the Mobile Banking service. The balance information you obtain via Mobile Banking is your Available Balance. There may be situations that cause a delay in an update of your balances. The Mobile Banking service allows access to up to forty-five (45) days of transaction information.

Mobile Check Deposit: Mobile Check Deposit enables qualifying customers to use our Mobile Banking application to transmit electronic images of the front and back of paper items, and transmit those images and other information captured from the MICR Line to us for review and for processing. In order to be able to use the Mobile Check Deposit service, you must meet certain qualifying criteria set by the bank, in its sole discretion. In addition, the bank may, at its sole discretion, grant you access to Mobile Check Deposit and may terminate your ability to use the Mobile Check Deposit service at any time.

The Electronic Items you submit for deposit are subject to verification and are not available for immediate withdrawal. The bank will use commercially reasonable efforts to review each Electronic Item and decline any item that we in our sole discretion determine to be ineligible for the service prior to the Mobile Check Deposit Cut-Off time. We will notify you via email if your Electronic Item is approved or declined. Funds are generally made available the day after an item is approved. We will notify you if the status of your deposit changes and if a hold applies. The bank may limit the number and amount of items you are allowed to present for deposit in a single day. You agree not to submit international checks or cash through Mobile Check Deposit. There is no charge to use Mobile Check Deposit, but message and data rates may apply. Mobile Check Deposit is not available on all devices. Our systems may require that you have the latest versions of the bank's mobile banking application for your Android, iPhone, or tablet device. You assume the responsibility for ensuring that these conditions are met. You are responsible for the maintenance, support, and service for the device that is required for Mobile Check Deposit. You represent and warrant to the bank that:

1. You will use the Mobile Check Deposit service only for paper items that are payable to, and endorsed by, you.
2. You will maintain control over and be responsible for secure storage and destruction of original paper items for which you have deposited using Mobile Check Deposit. You will destroy original paper items from which you have submitted to us and received credit for within 30 days of receiving credit.
3. You will not submit any duplicate items for deposit through Mobile Check Deposit.
4. You will not deposit to your account or otherwise negotiate any original paper item from which you have submitted to us through Mobile Check Deposit, unless it is requested of you by the bank.
5. You will transmit to us only Electronic Items that are suitable for processing, including, but not limited to, Electronic items that are legible and contain machine-readable MICR Line data.
6. You will review and verify for accuracy the information contained in the Electronic Item(s) before you transmit Electronic Item(s) to us.
7. You will only transmit Electronic Item(s) that are drawn on or payable at or through banks located within the United States.
8. You will not store or make a back-up copy of the Electronic Items you submit.

Card Controls: The Card Controls feature of Mobile Banking provides you access to card services at no cost; however, standard data and message rates will apply. Eligible First National Bank Texas/First Convenience Bank debit cards can be turned on or off using this feature. Turning off your card is not a replacement for reporting your card lost or stolen. Contact us immediately if you believe that unauthorized transactions have been made on your card. You will need to enable push notifications in the Mobile Banking application to receive card transaction alerts. In the event you disable push notifications in the Mobile Banking application, the bank may choose to continue to notify you of certain card activities that are designated as mandatory by the bank, this will include declined debit card transactions. We reserve the right to change the push notifications or alerts that are available to you, without notice. To completely remove push notifications, you will need to disable that function in the settings of your mobile device.

Termination of Mobile Banking Feature. We may cancel your access to Mobile Banking or any of the services within Mobile Banking, including, but not limited to, Mobile Check Deposit, at any time without prior notice. You may terminate the use of Mobile Banking via the Online Banking website or texting "STOP" to 79680, and by removing the mobile application on your mobile device at any time. You will remain responsible for all transactions approved via Mobile Banking prior to the cancellation of that feature and for any other fees associated with your use of Mobile Banking. If your account is closed or restricted for any reason, Mobile Banking accessibility will automatically terminate.

Ownership of Material. We are a member of Fidelity Integrated Financial Solutions and the Mobile Banking feature of your account is a product of Fidelity Integrated Financial Solutions. Unauthorized reproduction in whole or part is prohibited.

H. People Pay

The People Pay service is a person-to-person payment service that is available for most personal checking, money market and small business accounts in which the owner is a sole proprietor. To use the People Pay service, you must be enrolled in Online Banking with a U.S. address and a unique U.S. mobile phone number, and you must have an active unique email address and a Social Security Number. You represent and warrant that you are the owner of the U.S. address, the U.S. mobile phone number, the active unique email address and the Social Security Number provided to us, and you agree to notify us immediately upon any change to such information. The People Pay Service can only be used to access accounts that are active, in good standing, and eligible for ACH transactions. The People Pay service can be accessed via Online Banking or via our Mobile Banking application.

To send money through the People Pay service, you must first add the individual to whom you wish to send money as a contact and such individual must have a U.S. address, a U.S. mobile phone number and an active unique email address (each, a "Recipient"). In addition, the Recipient's account must be located at a financial institution in the United States. You must provide the full name, mobile phone number and email address of each Recipient. You represent and warrant that you have obtained the consent of each Recipient to allow us to contact each such Recipient (including, without limitation, through email and text messages) in connection with the People Pay service, and you agree that we may include your name in text messages and emails sent to each such Recipient. You acknowledge and agree that your request to send a payment through the People Pay service to a Recipient will be completed using only the mobile phone number and email address provided by you, that we will not be responsible for verifying the accuracy or completeness of such information, and that you will be responsible and liable for any payments sent through the People Pay service due to inaccurate or incomplete information provided by you.

You can send money to a Recipient through the People Pay service instantly via PayPal or by sending the payment to the mobile phone number or email address of the Recipient. You will be limited to sending an aggregate of no more than \$1,000 in People Pay transactions per calendar day using a mobile phone number or an email address. You will be limited to sending an aggregate of no more than \$500 in People Pay transactions via PayPal per calendar day.

As between you and us, you acknowledge and agree that you will be subject to the following fees in connection with your use of the People Pay service:

- Send a payment to an email or mobile phone number - \$1.00 fee per transaction
- Send a payment instantly using PayPal - \$1.50 fee per transaction

You acknowledge that you may be subject to additional fees from third parties in connection with your use of the People Pay service, including, without limitation, fees that may be charged by your wireless carrier, and you agree that you will be solely responsible for all such fees.

Although payments through the People Pay service may be sent for the current calendar day or for any date in the future, they will only be processed once the Recipient claims the funds, except in the case of People Pay transactions sent via PayPal. You authorize us to debit and credit funds from and to your account in connection with your use of the People Pay service, and you agree that such funds will be debited from your account once they are claimed by a Recipient, unless the payment is sent by PayPal, in which case the funds will be debited immediately from your account. Generally, a payment will be received by a Recipient within one (1) to three (3) business days after the payment has been claimed by the Recipient; however, you acknowledge that the receipt of the payment may take longer than one (1) to three (3) business days after the Recipient has claimed the payment. For each payment, you will receive a payment confirmation via text message and/or email that confirms your payment has been sent, and you will receive a second text message and/or email once the payment has been claimed by a Recipient. Payments that are not claimed within ten (10) calendar days will expire and will not be

able to be claimed by a Recipient. You acknowledge and agree that we may contact you by telephone, email or text message in connection with your use of the People Pay service, including to send payment confirmation text messages and/or email(s) in connection with your use of the People Pay service. You agree that we may use automatic telephone dialing systems and live, prerecorded, or artificial voice calls to contact you in connection with your use of the People Pay service.

You acknowledge that we do not have any control over the actions or omissions of third parties, including Fidelity National Information Services, Inc. (i.e., the provider of the People Pay service), Recipients, your service providers (e.g., your wireless carrier), and other financial institutions in connection with the People Pay service, and you agree that we will not be responsible for the actions or omissions of such third parties in connection with your use of the People Pay service. We may pay, or refuse to make the payment, if it would create an overdraft on your account. We will make this decision regardless of whether we've previously established a pattern of honoring or dishonoring overdrafts.

People Pay transactions that are in process cannot be canceled or stopped. You cannot cancel any payments that are paid instantly via PayPal once you have submitted them through the People Pay service.

We reserve the right to suspend or terminate your use of the People Pay service, immediately and without prior notice to you, for any reason, including if we reasonably believe that you are using People Pay in violation of applicable laws or regulations or if we incur a problem with your use of the People Pay service (e.g., if there is a failure in attempting to debit any of your accounts for People Pay transactions). You understand and agree that we may exercise this right in our sole discretion. If we suspend or terminate your use of the People Pay service and decide, in our sole discretion, to reinstate your use of the People Pay service, you acknowledge and agree that your use of the People Pay service may be subject to additional terms and conditions.

You are permitted to access the People Pay service solely for the purpose of making or receiving People Pay transactions on your own behalf, and you agree that you will not make or receive any People Pay transactions on behalf of any other person or entity. You agree that you will not use the People Pay service to send, receive or request funds: (i) in connection with any payment for goods or services that are illegal, (ii) in connection with any payment that is related to gambling, gaming, or other activities with an entry fee and a prize, including, without limitation, fantasy sports, casino games, sports betting and lottery tickets, (iii) in connection with any payment that is related to debt collection or credit repair and debt settlement services, (iv) in connection with any payment that is otherwise prohibited by applicable laws or regulations or (v) in connection with any payment that is not permitted by the terms of this Section 4.H. You further agree that you will not use the People Pay service in a manner that would damage or disable your ability to use the People Pay service or impair the ability of others to use the People Pay service.

You understand that the bank is not responsible for errors or delays in the availability of funds in any accounts that are not held by First National Bank Texas, First Convenience Bank.

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAWS OR REGULATIONS, WE DO NOT MAKE ANY WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PEOPLE PAY SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE RESULTS THAT MAY BE OBTAINED THROUGH THE USE OF THE PEOPLE PAY SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION TRANSMITTED THROUGH THE PEOPLE PAY SERVICE OR THE AVAILABILITY OF ANY PARTICULAR PERSON, SERVICE OR INSTITUTION TO COMPLETE A PEOPLE PAY TRANSACTION. FURTHER, WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE PEOPLE PAY SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT THE PEOPLE PAY SERVICE WILL BE FREE OF DEFECTS OR THAT ANY DEFECTS WILL BE CORRECTED. YOU ACKNOWLEDGE AND AGREE THAT THE PEOPLE PAY SERVICE WILL BE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

IN NO EVENT SHALL WE OR OUR AFFILIATES, OR OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SERVICE PROVIDERS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) RELATED TO THE PEOPLE PAY SERVICE. YOU AGREE THAT OUR LIABILITY AND THAT OF OUR AFFILIATES WITH RESPECT TO ANY CLAIM, LOSS, DAMAGE OR EXPENSE ASSERTED BY YOU OR ANY THIRD PARTY, INCLUDING CLAIMS ARISING IN INDEMNITY, RELATED TO THE PEOPLE PAY SERVICE SHALL BE LIMITED TO YOUR DIRECT, OUT-OF-POCKET DAMAGES AND SHALL NOT EXCEED THE AMOUNT OF THE TRANSACTION GIVING RISE TO SUCH CLAIM. ANY CLAIM PURSUANT TO THE PEOPLE PAY SERVICE MUST BE ASSERTED IN WRITING WITHIN THE TIME PERIOD PROVIDED BY APPLICABLE LAW OR REGULATIONS.

You acknowledge and agree that we may modify the features offered through the People Pay service, amend the terms and conditions applicable to the People Pay service, or discontinue the People Pay service, in each case, at any time upon notice to you.

5. **Errors, Questions and Customer Support.**

If you require assistance with Online Banking or Mobile Banking, please contact the Customer Support numbers below or, if you are using Mobile Banking, text "HELP" to 79680.

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

1. Call Customer Support at 254-554-6699 or 800-677-9801 for First National Bank Texas or 800-903-7490 or TTY 866- 390-9768 for First Convenience Bank; or
2. Write to Customer Support, P.O. Box 937, Killeen, TX 76540; or
3. Send a secure message by using the "Message" menu.

We must hear from you within sixty (60) days after we sent you the first statement or notification in which the error or problem appeared. To assist us in expediting your request, please provide us with:

- Name;
- Account number and your username (NOT your password);
- Description of the error or what you are unsure about, plus an explanation of why you believe it is an error or why you need more information. Include any reference numbers or descriptive language shown on the statement or receipt that will help us identify the transaction; and
- The amount of the suspected error.

For a Bill Pay or Transfer error tell us:

- Account number used to pay the bill or transfer funds;
- Payee name;
- Date the payment or transfer was sent;
- Confirmation number (if applicable);
- Amount; and
- Payee account number for the payment or transfer in question.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. We may take up to twenty (20) business days if the transfer involved a new account. (An account is considered new for thirty (30) days after the first deposit is made, if you are a new customer.) We reserve the right to take up to forty-five (45) days (ninety (90) days if the transfer was not initiated within a state, or was a point-of-sale debit card transaction or involved a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days if the transfer involved a new account) 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 the written complaint/question within ten (10) business days (twenty (20) business days if the transfer involved a new account), we may not credit your account.

We will notify you of the results of our investigation within three (3) business days after it is finished. If we believe there was no error, we will notify you in writing. You may ask for copies of documents that we used in our investigation. You will be liable to us for any amounts credited pending our investigation.

6. **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 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.

7. **Disclosure of Account Information to third parties.** We may disclose information about your account(s) or transactions involving your account(s) to third parties only as follows:
- A. The disclosure is necessary to complete a transaction that you have authorized or requested.
 - B. The disclosure is necessary to verify the existence and condition of your account to a third party, such as a credit bureau or merchant.
 - C. The disclosure is necessary to comply with a governmental agency or court order.
 - D. You gave us permission (in writing, if required) to make the disclosure.
 - E. 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.
 - F. The disclosure involves a claim by or against us concerning a transaction involving your account.
 - G. The disclosure otherwise is required or permitted under state or federal laws and/or regulations concerning our electronic funds transfer service.
8. **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.
9. **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.
10. **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.**
11. **The Online Services Terms and Conditions are subject to change. To view the current version of the Online Services Terms and Conditions please visit www.1stnb.com or www.1stcb.com and select Online Services on the home page. These 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 Online Services Terms and Conditions conflicts with any other provision of the Deposit Agreement, then the provision of these Online Services Terms and Conditions will govern only with respect to the Online Banking, Mobile Banking, Bill Pay, and E-Statement features of your account.**

MOBILE BANKING END USER LICENSE AGREEMENT

This Mobile Banking End User License Agreement (this "EULA") sets forth the terms and conditions under which you may download and utilize on your mobile device the software application that enables you to utilize the Mobile Banking feature of your account. By downloading the Mobile Banking software application to your mobile device, you agree to be bound by this EULA. You should keep a copy of this EULA for your records.

Ownership. You acknowledge and agree that a third-party provider or licensor ("Licensor") to your financial services provider is the owner of all right, title and interest in and to (i) the downloaded software to be used for access to the Mobile Banking services provided by your financial services provider (ii) the computer programs contained in the downloaded software in machine readable object code form, (iii) any accompanying user documentation and (iv) all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

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Disclaimer Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. OUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

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Miscellaneous. This EULA constitutes the entire agreement between the parties concerning the subject matter hereof. This EULA will be governed by and construed in accordance with the laws of the state of California excluding that body of laws pertaining to conflict of laws. If any provision of this EULA is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this EULA are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this EULA and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

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