

# Online (Internet) Banking Agreement and Disclosure

This Online (Internet) Banking Agreement and Disclosure (“the Agreement”) explains the terms and conditions governing the basic Online Banking services and bill pay services offered by First National Bank, Jasper Bank (the Bank). All Online Banking services of any kind whatsoever offered or afforded by the Bank will be referred to collectively as “Online Banking Services” in this Agreement. As used in this Agreement, the terms “you” and “your” refer to each person signing or accepting an Online Banking Enrollment Application. The term “Business Day” means all days except Saturday, Sunday, and all banking holidays.

**THIS IS A BINDING LEGAL DOCUMENT THAT INVOLVES LEGAL RIGHTS AND REMEDIES FOR YOU AND FIRST NATIONAL BANK, JASPER. BY CHOOSING "ACCEPT" ON THE WEBSITE, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT FOR THE ACCESS TO AND USE OF FIRST NATIONAL BANK, JASPER ONLINE BANKING WEBSITE. IF, AT ANY TIME, YOU ARE NOT SATISFIED WITH FIRST NATIONAL BANK, JASPER WEBSITE, NOTIFY FIRST NATIONAL BANK, JASPER IN WRITING OR CALL THE BANK. THESE TERMS AND CONDITIONS BECOME A BINDING LEGAL CONTRACT OBLIGATION. IF YOU ARE USING THIS WEBSITE ON BEHALF OF YOUR EMPLOYER, YOU WARRANT AND REPRESENT THAT YOU ARE AUTHORIZED AND EMPOWERED TO REVIEW AND ACCEPT THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER ORGANIZATION.**

The Internet web site for First National Bank, Jasper Online Banking is located at [www.fnbjasper.com](http://www.fnbjasper.com). By using First National Bank, Jasper Online Banking, you will have access to your account information 24 hours a day, 7 days a week. You can check your deposit and loan account balances and activity, make transfers of funds, make loan payments, and arrange bill payments through the Bill Payment Service.

## **Agreement**

All Online Banking Services are governed by this Agreement, all applicable federal regulatory disclosures, and the Deposit Account Terms and Conditions. By using any of the Online Banking Services and conducting transactions, you agree to abide by the terms and conditions of this Agreement, and any subsequent amendments. You authorize the Bank to use any of your accounts to execute and settle transactions and/or fees initiated by using the Online Banking Services. We have the right to change this Agreement and the terms and conditions governing the Online Banking Services offered. We will provide notice to you of any subsequent amendments by mail at the last known address shown on our records for you.

## **Acceptance of Agreement**

Your initial use of any Online Banking Services in connection with your account at the Bank constitutes your acceptance and agreement to be bound by all of the terms and conditions of this Agreement and of the Deposit Account Terms and Conditions. Please read this Agreement carefully; you may want to print a copy for future reference. If you would like a current copy of the Deposit Account Terms and Conditions, please contact at 409-384-3486.

The Bank may, from time to time, introduce new Online Banking Services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

## **Payments, Transfers, and Account Activity**

Through Online Banking, you can review and download information on your checking, savings, and loan accounts to:

- Get balances on your accounts
- Get account activity for the last ninety (90) days
- View transactions and check images.
- Transfer funds from checking to savings accounts
- Transfer funds from savings to checking accounts
- Make a payment from your checking or savings account to a loan account

## **Bill Payment Service**

The Bill Payment service allows you to schedule bill payments through First National Bank, Jasper Online Banking. You must complete a separate Enrollment Form with customer service to subscribe to this service. The Bank does not provide the service directly. Instead, the Bank entered into an agreement with a bill payment provider to provide the bill payment services directly to you. A bill payment account (“Bill Payment Account”), separate from any account you hold at the Bank, is established at the Bill Payment provider.

The Bank and its Bill Payment provider reserve the right, at their discretion, to implement security features to reduce the risk of loss. These may include requiring pre-authorized drafts, verifying funds through an ATM network, and separating debits from credits so that payments are not sent until after good funds are received. The Bank and its Bill Payment provider also reserve the right to terminate your use of Bill Payments Services at any time.

## **Transaction Limitations**

Your ability to initiate transactions between deposit accounts may be limited by federal law or by the terms of your deposit agreement with us. Bank transfers from deposit accounts that are savings or money market accounts are limited by federal regulations to six (6) per monthly statement cycle. The following transfers have limitations:

- From Savings Accounts or Money Market Accounts
- to another account or to third parties by
  - Pre-authorized, automatic, or telephone transfer.

## **Information Security**

We are strongly committed to protecting the security and confidentiality of our customer account information. We use several techniques to help secure our Online Banking Services including the following:

- You can only access First National Bank, Jasper Online Banking with certain browsers that have a high security standard.
  - You must have a valid User ID and Password to log on.
  - Additional security questions will be prompted for when using a non-registered computer.
  - If no action is taken for 10 minutes, you will be automatically logged off the Online Banking Service.
  - All passwords must be changed when logging into Online Banking the first time.

Despite the security techniques we have put into place, the Internet is a public network, subject to all of the risks to security and data corruption attendant thereto. You agree that we are not responsible for unauthorized access to or misuse of your account or property by unauthorized persons, except as provided in this Agreement, or for data corruption caused by Internet communications. You agree to make no attempt to access or use any account belonging to others. We may terminate your access and use of any First National Bank, Jasper website if we believe your access or use is infringing any rights of others.

### **Hardware and Software Requirements**

To access First National Bank, Jasper Online Banking, you must meet the following minimum requirements:

- Personal computer
- Internet access
- Modem or broadband connection
- Browser that supports 128-bit encryption and is on the following list of supported browsers.
  - <http://info://neteller.com/go/Supported-Browsers>
- Personal printer
- Adobe Reader 6.0 or higher
  - <http://get.adobe.com/reader>

If these requirements substantially change, we will make available online an updated online banking disclosure.

### **User ID and Password**

Your Online User ID and Password will give you access to your accounts at the Bank via First National Bank, Jasper Online Banking. (Further identity information may be required if the PC being used has not been previously registered.) You will receive an “Initial Online PIN” in a separate mailing upon enrollment. After your initial registration log on, you are required to choose a User ID and Password. You can change your Password at any time. Your access to First National Bank, Jasper Online Banking will be blocked in the event your User ID or Password is entered incorrectly on three consecutive access attempts. If this occurs, please contact First National Bank at 409-384-3486.

The Bank is entitled to act upon instructions received through any Online Banking Service using your User ID, Password, and other identifiers such as PC registration and answers to personal information questions, without further inquiring into the identity of the person using the identifiers. You should not, under any circumstances, disclose your User ID, Password, or other identifiers; by telephone or any other means to any person you do not trust. You acknowledge no person from the Bank has a need for, or will ever ask for your Password or other identifiers used to identify you for login to the system unless a call has been initiated by you. You should never provide your Password or other identifiers used for system login to anyone, including anyone claiming to represent the Bank. You are liable for all transactions made or authorized using your User ID and Password.

### **Protecting your User ID and Password**

You agree that if you give your User ID and Password to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your User ID and Password may gain access to your accounts. You agree to notify the Bank immediately in the event your User ID and Password is stolen or is otherwise compromised. At any time, you may ask the Bank to disable your User ID.

For joint accounts, each person may have a separate User ID and Password, or each may use a joint User ID and Password. Each person on a joint account will be liable for all transactions that are made on the account. Each person on a joint account authorizes all transactions made by any other person on the account. Each person on a joint account agrees to be liable for the action of the other person(s) on the account.

### **Indemnity to the Bank**

You hereby indemnify and release the Bank from any and all liability. You further agree not to make any claim against the Bank or bring any action against the Bank for honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your account or when you have provided your User ID and Password to that person. You agree to reimburse the Bank for any losses it suffers or any damages, injuries, costs, or expenses it incurs (including attorney's fees) as a result of the Bank's honoring or allowing transactions on the account where your User ID and Password was used.

### **Accessibility**

The Internet web site for First National Bank, Jasper Online Banking is located at [www.fnbjasper.com](http://www.fnbjasper.com). You can normally access First National Bank, Jasper Online Banking seven (7) days a week, 24 hours a day. However, at certain times, some or all of First National Bank, Jasper Online Banking may not be available due to system maintenance or reasons beyond the Bank's control. The Bank does not warrant that First National Bank, Jasper Online Banking will be available at all times. When unavailable, you may use Telephone Banking, our telephone banking system, an automated teller machine (ATM), or any Bank branch banking center to conduct your transactions.

### **Funds Availability and Transfers**

For determining the availability of funds in your Deposit Accounts, every day is a business day, except Saturdays, Sundays, and federal holidays. A transfer initiated through First National Bank, Jasper Online Banking on or before 2:00 PM Central Time on a business day is normally posted on the same business day. However, First National Bank, Jasper Online Banking transfer initiated after 2:00 PM Central Time on a business day would be posted on the next day. Transferred funds will be available for withdrawal on the business day First National Bank, Jasper Online Banking transfer was posted.

### **Unauthorized or Erroneous Transactions**

You have certain rights and liabilities in instances where you believe:

- Your User ID and Password have been stolen
- That someone has transferred or may transfer money from your accounts without your permission
- Your statement reflects transfers that you did not make
- There is an error on your account.

In all of these instances, to ensure timely notice to the Bank and expedite resolution of any problems or questions, please contact us by writing or calling:

**FIRST NATIONAL BANK, JASPER**

PO BOX 700

Jasper, TX 75951

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: 409-384-3486

Information about your rights and responsibilities are defined in our “Understanding Your Deposit Account” brochure under the Electronic Fund Transfers Your Rights and Responsibilities section. Please contact us to request a current copy of “Understanding Your Deposit Account” brochure with the details on Electronic Fund Transfer rights and responsibilities.

**Responsibility**

Neither the Bank nor its suppliers will be liable for any transaction if (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Online Banking; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Online Banking; (ix) you knew that First National Bank, Jasper Online Banking was not operating properly at the time you initiated the transaction or payment; (xi) there is postal delay; or (xii) circumstances beyond our control (such as fire, flood, or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

**Electronic Mail (E-mail)**

Sending e-mail is a very good way to communicate with the Bank regarding your accounts. However, your e-mail is normally sent via your own software and, as a result, is not secure. Because of this, you cannot use e-mail to initiate First National Bank, Jasper Online Banking transactions. All such transactions must be initiated using appropriate functions within First National Bank, Jasper Online Banking site. The Bank will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

**Inactivity**

We reserve the right to discontinue your use of First National Bank, Jasper Online Banking if you have not accessed it in the last 90 days, your access (User ID) and Password will be disabled.

**Personal Computer Security Maintenance**

As a user of the Internet, you must take responsibility for maintaining the security configuration of your computer. This includes:

- the proper configuration and usage of the operating system, firewall, and browser software

- the installation of software security updates for the operating system and browser
- Installation and updating of anti-virus and spyware software.

First National Bank, Jasper is not responsible for the consequences should the customer PC be attacked through the Internet by a worm, virus, or other software intended to do harm.

### **Restrictions**

You may not appropriate any information or material that violates any copyright, trademark, or other proprietary or intellectual property rights of any person or entity while using First National Bank, Jasper Online Banking. You may not gain, or attempt to gain, access to First National Bank, Jasper Online server, network or data specifically permitted to you by the Bank or its suppliers, and you must not include any obscene, libelous, scandalous, or defamatory content in any communications with the Bank or its suppliers.

### **Agreement Modification and Termination**

The Bank has the right to modify or terminate this Agreement or the Deposit Account Terms and Conditions at any time, for any reason without prior notice. When making any changes, the Bank will comply with all legal notice requirements. If this Agreement is modified, your continued use of the Online Banking Services will represent your acceptance of the changes.

You may terminate your use of First National Bank, Jasper Online Banking at any time by the visiting a Customer Service Rep at First National Bank.

Once the Online Banking Agreement is terminated, online access to the following will no longer be permitted:

- NetTeller
- E-Statements
- Bill Payment
- NetMobile (Mobile Banking)
- Text Messaging

If all of your accounts accessible through First National Bank, Jasper Online Banking are closed, access to First National Bank, Jasper Online Banking will be terminated automatically.

Termination of this agreement will not affect your liability or obligation for transfers processed by the Bank on your behalf.

### **Protecting children's privacy online**

The Site is not directed to individuals under the age of thirteen (13), and we request that these individuals do not provide Personal Information through the Site. We do not knowingly collect information from children under 13 without parental consent. Visit the [Federal Trade Commission](#) website for more information about the Children's Online Privacy Protection Act (COPPA).