

## **ONLINE BANKING AGREEMENT & DISCLOSURE**

Please read this Online Banking Agreement and Disclosure carefully as it governs end-user (“Customer”) access and use of Online Banking (“Service”) to access accounts with First United Bank (“Bank”).

### **1. Agreement**

By using System, Customer accepts all Terms and Conditions of this Agreement. The Deposit Account Agreements for each Bank account, as well as Customer’s other agreements with Bank, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable federal laws and the laws of the State of Texas. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for reference only and will not govern the interpretation of the provisions. No waiver by Bank of any right under any term or provision of these provisions at any time will be deemed a waiver of any other right, term, or provision of these provisions at that time or any time in the future. This Agreement may not be assigned and is binding upon Customer heirs and Bank’s successors and assigns. Any of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement constitutes the entire Agreement between Customer and Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

### **2. Access**

To use System, Customer must have at least one account at Bank access to Internet service and an eMail address. Once Bank has received Customer’s Enrollment Form and verified the account information, a confirmation of acceptance will be sent, along with a temporary password. System can only be used to access Bank accounts in which Customer is a signer. Customer can add additional Bank accounts by contacting Electronic Services at (855)382-7827. Access to Customer accounts through System will be based upon the identification of users and authority levels specified by Customer. Bank undertakes no obligation to monitor transactions through System to determine that they are made on behalf of the account holder.

### **3. System Services**

System Services include the capability to view account balances and account history; transfer funds between accounts; set up one time, future-dated, or recurring transfers; order checks, request a stop payment, view check images, and change Customer address. Customer may enroll for Bill Pay once the Online Banking enrollment process is complete.

### **4. Hours of Access**

Customer can access System seven (7) days a week, twenty-four (24) hours a day. Occasionally, some or all of System Services may not be available due to emergency or scheduled System maintenance.

### **5. Password**

For security purposes, Customer is required to change password upon initial login to System. Customer will determine the password, which requires a minimum of eight (8) characters. It is recommended the password utilize upper and lower-case alpha numeric, and special characters for purposes of security. The Password should not be associated with any commonly known personal identification information, such as social security number, address, date of birth or names of children, and should be memorized rather than written down. The identity of Customer’s password is not communicated to Bank. Customer agrees that Bank is authorized to act on instructions received under Customer’s password. Customer accepts responsibility for the confidentiality and security of his/her password. After three unsuccessful login attempts, access to System will be revoked.

### **6. Security**

Customer understands the importance of preventing misuse of accounts through System and agrees to promptly examine the paper or electronic statement (eStatement) for each Bank account. Customer agrees to protect the confidentiality of account and account number, as well as personal identification information such as driver license and social security number. Customer understands that personal identification information by itself or in conjunction with information related to account might allow unauthorized access to System. The Login ID and password are intended to provide security against unauthorized entry and access to accounts. Data transferred via System is encrypted in an effort to provide transmission security. System utilizes identification technology to verify the sender and receiver of the System transmissions so that the transmissions can be appropriately identified by each other. Customer acknowledges that the Internet is inherently insecure and that all data transfers, including electronic mail,

which occurs openly on the Internet and can potentially be monitored and/or read by others. Bank cannot and does not warrant that all data transfers utilizing the Bank System, or eMail transmitted to and from Bank, will not be monitored or read by others. Refer to Bank's Online Banking Security Tips for additional recommendations.

#### **7. One Time PIN (OTP)**

Login authentication of One Time PIN (OTP) is mandatory for all online banking users. When logging into an unrecognized device, the automatically generated unique OTP will provide an additional layer of protection that safeguards sensitive information. Delivery methods are text message, voice response, and/or Email. In addition to login authentication, business users will be required to utilize One Time PIN (OTP) for certain transactions and maintenance. Some restrictions may apply.

#### **8. Fees and Charges**

Customer agrees to pay fees and charges set forth in the Deposit Account Agreement, as well as the current Schedule of Fees for use of System Services. All such fees and charges will be deducted from Bank checking account designated as "Primary Checking Account" on the Enrollment Form. If Primary Checking Account is closed, Customer must contact Bank immediately to designate a new Primary Checking Account. Customer agrees to pay any additional charges for requested services not covered by this Agreement, including, but not limited to, telephone and internet service fees incurred in connection with use of System.

#### **9. Posting of Transfers (Non-Loan Real Time Checking / Savings Transfer)**

Internal transfers submitted before the start of Bank's nightly processing are immediately reflected in the account's available balance. Transfers submitted during Bank's nightly processing will be reflected in the account's available balance following the completion of nightly processing. Do not consider deposits made after 3pm as part of the available balance when initiating transfers. Doing so may result in a non-sufficient funds (NSF) fee.

#### **10. Overdrafts (Order of Payments, Transfers and Other Withdrawals)**

If Bank account has insufficient funds to perform all electronic funds transfers Customer has requested for a given business day, then: (a) Electronic funds transfers involving currency disbursements, like ATM withdrawals and point of sale transactions, will have priority; (b) Electronic funds transfers initiated through System may, at Bank discretion, be cancelled; and (c) In the event that electronic funds transfers initiated through System are not cancelled, overdraft charges may be assessed pursuant to the Deposit Account Agreement for that account.

#### **11. Limits on Amounts and Frequency of System Transactions**

The number of transfers from Bank accounts and the amounts that may be transferred are limited pursuant to the applicable Deposit Account Agreement for those accounts. If a hold has been placed upon deposits made to an account from which a transfer is requested, the portion of the funds held will not be available until the hold expires.

#### **12. Stop Payment Requests**

Customer may only initiate stop payment requests online via System for paper checks written by Customer (non-electronically) on Customer's Bank accounts (not System bill payer paper drafts). Online stop payment requests are processed at 9a.m. on the business day following the date the stop payment was requested online. To be effective, this type of stop payment request must precisely identify the name of the payee, the check number, the amount and the date of the check. If Customer makes a stop payment request by telephone, Bank also requires Customer to put such request in writing and/or complete a form and return to Bank within 14 days after initial request. Customer will incur stop payment charges as disclosed in the current Schedule of Fees for the applicable account.

#### **13. Disclosure of Account Information and Transfers**

Customer understands information about Bank accounts or the transfers made may automatically be disclosed to others, subject to relevant privacy laws and regulations. For example, tax laws require disclosure of any interest Customer earns. Large currency and foreign transactions must also have reporting requirements. Bank may also provide information about Customer's accounts to persons or companies Bank believes would use the information for reasonable business purposes. For example, a prospective creditor may seek to verify information Customer may have given on a credit application, or a merchant calls to verify funds for a check Customer has written. In addition, Bank routinely informs credit bureaus when accounts are closed if such accounts were not handled properly. Bank may also seek information about Customer from others, such as the credit bureau, in connection with the opening or maintaining of Bank accounts, or in connection with approving Customer's access to System. Customer agrees and hereby authorizes all of these transfers of information, subject to relevant privacy laws and regulations

**14. Periodic Statements**

Customer will not receive a separate System statement. Transfers to and from Bank accounts using System will appear on the periodic statement for each Bank account. Statements are also available via System. It is Customer's responsibility to review each Bank account statement promptly to detect fraudulent activity and must notify Bank immediately if fraudulent activity is detected.

**15. Change in Terms**

Bank may change any term of this Agreement at any time. If the change would result in increased fees for any System Service, increased liability for Customer, fewer types of available electronic funds transfers, or stricter limitations on the frequency or dollar amount of transfers, Bank agrees to give Customer notice at least thirty (30) days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or Bank's electronic funds transfer System. Bank will post any required notice of the change in terms on the Bank System website or forward it to Customer by eMail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or Bank's electronic funds transfer System, Bank will notify Customer of the change in terms within thirty (30) days after the change becomes effective. Customer's continued use of any, or all, of the subject System Services indicates Customer's acceptance of the change in terms. Bank reserves the right to waive, reduce or reverse charges or fees in individual situations. Customer acknowledges and agrees that changes to fees applicable to specific accounts are governed by the applicable Deposit Account Agreements.

**16. In Case of Errors or Questions about Electronic Transfers, including Bill Payments**

Customer should contact Bank as soon as possible if the paper or electronic statement (eStatement) is incorrect, or if more information is needed about a transfer listed on such paper or electronic statement (eStatement). Customer must contact Bank no later than sixty (60) days after the FIRST paper statement upon which the error appeared is sent. When Customer contacts Bank: (1) Provide name and account number; (2) Describe the error or transfer and explain as clearly as possible why it is believed to be in error, or why more information is needed; and (3) Tell Bank the dollar amount of the suspected error. If Customer contacts Bank by telephone or by eMail, Bank may require that Customer submit complaint or question in writing by postal mail or fax within ten (10) business days. Bank will communicate the results of investigation to Customer within ten (10) business days after initial contact, and will correct any error promptly. However, if Bank requires more time, it may take up to forty-five (45) days to investigate Customer complaints and/or questions. If Bank decides more time is required, Bank will provisionally credit Customer's account within ten (10) business days for the amount thought to be in error, so that Customer will have the use of such funds during the time it takes to complete Bank's investigation. If Bank asks Customer to put complaints and/or question in writing and Bank does not receive it within ten (10) business days, Bank may not provisionally credit Customer's account. If Bank decides that no error occurred, Bank will send Customer a written explanation within three (3) business days following completion of the investigation. Customer may ask for copies of the documents that Bank used during the investigation. If Bank has made a provisional credit and the error in question was proven not to be an error, a corresponding debit will be made from Customer's account.

**17. Customer's Liability for Unauthorized Transfers**

Customer should contact Bank immediately if it is believed that Customer's password has been used without authorization, compromised in any way, or if someone has transferred or may transfer money from Customer's Bank accounts without Customer's permission. An immediate telephone call to Bank is the best way to reduce any possible losses. Customer may be liable for all available funds in Bank accounts (including the maximum overdraft limit or line of credit, if any). Also, if Customer's paper or electronic statement (eStatement) shows transfers that were not initiated by Customer, contact Bank at once. Bank must be notified within sixty (60) days after the first statement on which the problem or error appeared is sent. Customer may not receive any funds lost through transactions made outside the 60-day time period if Bank can prove that Bank could have prevented the unauthorized transaction from occurring if notification had been received in time. If a good reason (such as a hospital stay) kept Customer from contacting Bank, Bank may extend the time periods in such individual situations.

**18. Disclaimer of Warranty and Limitation of Liability**

Bank makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with System Services provided to Customer under this Agreement. Bank does not and cannot warrant that System will operate without errors, or that any or all System Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, Customer agrees that Bank's officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of Customer's use of or access to System, including loss of profits, revenue, data or use by

Customer or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Bank and its affiliates exceed the amounts paid by Customer for the services provided to Customer through System.

### 19. Children's Online Privacy Protection Act (COPPA)

We recognize the vital importance of protecting privacy, especially when children are involved. First United Bank commits to protecting children's privacy on the Internet and complies with the Children's Online Privacy Protection Act (COPPA). Further, we do not solicit personal information from children through our website or through the Internet, and we do not share personal information of children with affiliates or nonaffiliated third parties. We are not responsible for the content, data collected or practices of nonaffiliated third parties to which our website may link. For more information on COPPA, visit the FTC website at [www.ftc.gov](http://www.ftc.gov).

### 20. Virus Protection

Bank is not responsible for any electronic virus or viruses that Customer may encounter. Bank encourages Customer to routinely scan any PC used to access System using a reliable virus detection product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy Customer's programs, files and even hardware. Additionally, Customer may unintentionally transmit the virus to other computers. Bank offers Trusteer Rapport Software as a free download to Online Banking Customers. Trusteer Rapport is lightweight security software designed to protect personally identifiable information such as online credentials from theft by malware and phishing attacks. Though Trusteer may be installed and running on Customer's PC, Customer is solely responsible for safeguarding all personal identification information, maintaining current anti-virus protection on all PC's used to access Service, and monitoring all account activity.

### 21. Termination

Bank may terminate Customer use of Service at any time, with or without prior notice. Bank may suspend or terminate Service if any of the following occur: Customer breach of any agreement with Bank; Bank believes there has been or may be a breach in the security of Service or unauthorized activity involving Customer account(s); there is uncertainty regarding the authorization, completeness, or accuracy of transactions initiated through Service; or if Customer has insufficient funds in any one Bank account. Access to System may be reinstated, at Bank's discretion, once sufficient funds are available to cover any fees, pending transfers and/or debits. Customer may cancel access to System at any time by providing Bank with written notice by postal mail or fax. If the request for termination is sent via eMail, Bank may contact Customer via telephone for verification purposes. Customer's access to System will be suspended within three (3) business days of Bank's receipt of Customer's instructions to cancel Service. Customer will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

### 22. Communications between the Bank and Customer

Unless this Agreement provides otherwise, Customer can communicate with Bank in any one of the following ways: (1) eMail – Customer can contact Bank by eMail at [webmaster@firstunited.net](mailto:webmaster@firstunited.net). Please note that banking transactions may not be generated through System via eMail. eMail is not a secure communication tool and should not include personal or account information. (2) Telephone – Customer can contact Bank by telephone at (855)382-7827 (3) Facsimile – Customer can contact Bank by fax at (806)784-3795 (4) Postal Mail – Customer can write to Bank at: First United Bank, P.O. Box 16500, Lubbock, TX 79490 or (5) In Person – Customer may visit Bank in person at any one of the following Banking Centers:

<b>Dimmitt</b> 201 N Broadway Dimmitt, TX 79027	<b>Lubbock NW</b> 5802 4th St Lubbock, TX 79416	<b>Sudan</b> 200 Main Sudan, TX 79371	<b>Amarillo DT</b> 112 W 8th Ave Amarillo, TX 79101	<b>Canyon</b> 801 23rd St Canyon, TX 79015
<b>Earth</b> 220 E Main Earth, TX 79031	<b>Lubbock SE</b> 9801 Indiana Lubbock, TX 79423	<b>Littlefield</b> 2003 Hall Ave Littlefield, TX 79339	<b>Amarillo SW</b> 8501 SW 45th Amarillo, TX 79119	<b>Lamesa</b> 602 N 1st Lamesa, TX 79331
<b>Seagraves</b> 106 Main Seagraves, TX 79359	<b>Lubbock SW</b> 6604 Frankford Lubbock, TX 79424	<b>Seminole</b> 601 NW Ave B Seminole, TX 79360	<b>Amarillo TDW</b> 1900 SE 34th Ave Amarillo, TX 79118	<b>Wichita Falls</b> 2904 Garnett Wichita Falls, TX 76308

**23. Consent to Electronic Delivery of Notices**

Customer agrees that any notice or other type of communication provided pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting such notice on System website or by eMail. Customer agrees to notify Bank immediately of any change in Customer's eMail address.