

You agree that any information or disclosures or notices supplemental to or under this Agreement or by law or regulation or any amendments to this Agreement may be sent to you by electronic communication, including by e-mail to you or by posting on First National Bank of Kemp's website at [www.fnbkemp.com](http://www.fnbkemp.com).

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I. Introduction

This Online Access Agreement for accessing your accounts via First National Bank's website explains the terms and conditions governing the following online services: banking, Bill Pay and

other banking services offered through First National Bank's website. The accounts that may be accessed via the Internet include only accounts maintained with First National Bank. By using First National Bank's website you agree to abide by the terms and conditions of this Online Access Agreement. First National Bank's Dollar Mark Online will be governed by and interpreted in accordance with all applicable federal laws, regulations and the laws of the state of Texas. The following rules will apply to the extent there is no applicable federal law or regulation. The account or service you are accessing via First National Bank will be governed by and interpreted in accordance with the laws of Texas. The terms "we," "us," "our," and "Bank" refers to First National Bank. "You" refers to each signer on an account. The term "business day" means every day except Saturdays, Sundays and federal holidays. All times referenced are Central Time.

Dollar Mark Online can be used to access certain accounts through First National Bank. The applicable Terms and Conditions of our Account Agreement (your "Terms and Conditions Disclosure Agreement") also govern each of your accounts at the Bank.

## II. Accessing Your Bank Accounts through Dollar Mark Online

### A. Requirements

To access your account through Dollar Mark Online, you must have an eligible Bank account (listed below) and an online password. Accounts Accessible through Dollar Mark Online:

- Checking Accounts
- Money Market Checking
- Savings Accounts and Certificates of Deposit
- Loans

### B. Fees

There are no monthly or transaction fees for accessing your account(s) through Dollar Mark Online. See Section VII for a description of Bill Pay fees and other miscellaneous fees and charges. Other fees, as described in the applicable Terms and Conditions Disclosure Agreement, may apply to services ordered online.

Please note that fees may be assessed and billed separately by your Internet service provider.

### C. Electronic Mail (e-mail)

Sending e-mail through Dollar Mark Online is a way to communicate with customer service representatives of the Bank. To ensure the security of your account information, we recommend that you use e-mail when asking specific questions about your account(s).

However, never transmit confidential information via Internet e-mail.

You cannot use e-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within First National Bank's Dollar Mark Online.

### D. New Services

First National Bank may, from time to time, introduce new Dollar Mark Online services. We will update this Online Access Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms contained in this Online Access Agreement.

### E. Benefits of Using Dollar Mark Online

Through First National Bank's Dollar Mark Online, you can manage your eligible personal or business accounts from your home or office on your personal computer. You can use Dollar Mark Online to:

- View account balances and review transaction history in real time.
- Transfer money between accounts.
- Transfer money to pay your First National Bank loans.
- Set up an Automatic Transfer to make monthly transfers from one account to another.
- Communicate directly with customer service of the Bank via e-mail.
- Pay bills only if you sign up for bill pay.

### F. Log In

The password used to log in to access First National Bank's Dollar Mark Online website is case sensitive, and also must include a special character and a number. This means that it is sensitive to upper and lower case letters. For this reason, it is very important to remember how you logged in the first time.

## III. Terms and Conditions

The first time you access any of your accounts through First National Bank's Dollar Mark Online, we confirm your agreement to be bound by all the terms and conditions of this Online Access Agreement and acknowledge your receipt and understanding of this disclosure.

#### A. Your Dollar Mark Online Password

You will be given a temporary password which after you log onto Dollar Mark Online, you will be asked to change. This password can be changed within Dollar Mark Online. We recommend that you change your password regularly. For security purposes, it is recommended that you memorize this online password and do not write it down or give it to anyone. You are responsible for keeping your password and account data confidential.

#### B. Payment Account

Although there are no fees for accessing your accounts via Dollar Mark Online, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify us and identify a new payment account for the selected services. Additionally, if you close all your accounts, you must notify Customer Service to cancel your Dollar Mark Online service.

Your Dollar Mark Online services may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, Dollar Mark Online services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call Customer Service at 903.498.8541.

If you do not schedule or process a payment in your First National Bank Bill Pay account via Dollar Mark Online for any three month period, First National Bank reserves the right to discontinue the service.

You agree to be responsible for any telephone charges, which you incur by accessing your account through Dollar Mark Online.

If you wish to cancel any of your Online Services offered through Dollar Mark Online, please contact Customer Service at 903.498.8541 or send us cancellation instructions in writing to First National Bank, Customer Service, P. O. Box 587, Kemp, Texas.

#### C. Our Liability

Except as specifically provided in this Online Access Agreement or where the law requires different standards, you agree that neither we nor the service providers will be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, the Bank, OR by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), OR by Internet access providers OR by online service providers OR by an agent or subcontractor of any of the foregoing, nor will we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Dollar Mark Online, or Internet browser or access software.

#### D. Hours of Accessibility

You can access your accounts through Dollar Mark Online seven days a week, 24 hours a day. However, at certain times, some or all of First National Bank's Dollar Mark Online services may not be available due to system maintenance. During these times, you may use Dollar Mark Voice Access our 24 hour automated Teller, a First National Bank ATM or a branch to conduct your transactions.

A transfer initiated through First National Bank's Dollar Mark Online by 3:00 p.m. on a business day is posted to your account the same day. All transfers completed after 3:00 p.m. on a business day or on a Saturday, Sunday or banking holiday will be posted on the next business day.

#### E. Additional Terms and Conditions

Obtaining Account Balance and Transaction History - You can obtain balance and transaction history of all eligible accounts that are enrolled in Dollar Mark Online. See Section II for specific accounts accessible through Dollar Mark Online.

Transferring funds - The number of transfers from a savings or Money Market account is limited as described in the applicable Terms and Conditions Disclosure Agreement. If a hold has been placed on deposits made to an account from which you wish to

transfer funds, you cannot transfer the portion of the funds held until the hold expires.

#### IV. Bill Pay Service

##### A. Using the Service

The Bill Pay service allows you to schedule bill payments through Dollar Mark Online. You can arrange, at your option, for the payment of your current, future and recurring bills from a checking account or Money Market Account, up to the balance in your account, if applicable, per payee/merchant each business day. There is no limit to the number of payments that may be authorized. Only one, one-time payment and one recurring payment may be sent to each payee on the same day. You may pay any merchant or individual approved by First National Bank for payment through Bill Pay. We are unable to process any payments to federal, state, or local tax agencies.

By furnishing us with the names of your payees/merchants and their addresses, you authorize us to follow the payment instruction to these payees/merchants that you provide us via Dollar Mark Online. You may pay an unlimited number of payees using Bill Pay. When we receive a payment instruction, we will remit the funds to the payee on your behalf from the available funds in your checking account or Money Market Checking, on the Payment Date. The "Payment Date" is the day you designate as the date the payment will be sent or, if the day you designate as the date the payment will be sent is a Saturday, Sunday or federal holiday, the next business day. However, we will not be obligated to make any such payment unless your account and/or overdraft protection plan has sufficient funds or credit availability to pay the bill on the Payment Date. Funds from ALL bill payments (whether these payments are made electronically or by check) will be withdrawn from your account the Payment Date.

NOTE: PAYMENTS MADE WITH BILL PAY REQUIRE SUFFICIENT TIME FOR First National Bank TO DELIVER YOUR PAYMENTS TO YOUR PAYEES. TO AVOID INCURRING FINANCE CHARGES AND LATE FEES FROM YOUR PAYEES, YOU MUST SCHEDULE EACH PAYMENT DATE AT LEAST SEVEN BUSINESS DAYS PRIOR TO THE DATE THE PAYMENT IS DUE AT YOUR PAYEE.

You have the right to stop or change any scheduled payment. You must cancel the payment by no later than 3:00 p.m. on the business day immediately preceding the Payment Date by calling First National Bank Customer Service at 903.498.8541. If your stop payment order is given to the Bank orally, you are required to

confirm it within ten business days of your oral notification. This written confirmation may be made mail to First National Bank, Customer Service, P. O. Box 587, Kemp, Texas 75143. Your oral notification will cease to be binding if you fail to confirm it within ten business days. If we fail to stop a payment which you have previously authorized after you have timely and properly instructed us to do so, we will be liable for your losses or damages.

If you have timely scheduled a bill payment as required above and First National Bank does not properly complete a bill payment on time or in the correct amount, we will pay any late fees or finance charges from your payees as long as your account was in good standing with the payee prior to this incident. We will also be liable to you, to the extent provided by law, if we fail to stop a payment pursuant to your timely order to do so as set out above. We will not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we will not be liable if any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee. We will also not be liable if there are insufficient funds or credit availability in your designated payment account and/or overdraft protection plan; if a legal order directs us to prohibit withdrawals from the payment account; if the payment account is closed or frozen; or if any part of the electronic funds transfer system is not working properly. We will not be liable for any amounts other than as stated above and, specifically, will not be liable for any other direct, indirect, special, or consequential damages arising out of the use of Bill Pay. First National Bank reserves the right to terminate your use of Bill Pay at any time.

If, for any reason, you should wish to cancel Bill Pay, you must cancel all future bill payments at the same time. You may do this online or by calling Customer Service 903.498.8541. We will then cancel all scheduled bill payments with Payment Dates subsequent to date of termination if the termination order is given by 3:00 p.m. on a business day; otherwise, we will cancel all scheduled bill payments with Payment Dates subsequent to the next business day following the date of termination. We will continue to maintain your accounts until you notify us otherwise.

#### B. Bill Pay Fees

For the fees applicable to your Bill Pay service, refer to Section VII - Miscellaneous Fees and Charges.

If the payment account has insufficient funds to cover payment of the fees, the Bank may deduct the fee from any other checking account linked to Dollar Mark Online (in any order we choose). If the fee cannot be paid, we may cancel Bill Pay. After cancellation, Bill Pay may be reinstated by contacting Customer Service once sufficient funds are available in your account to cover all accrued Bill Pay fees and any other pending transfers or debits.

### C. Joint Use

Each eligible account enrolled in Bill Pay may be used by a single user or by joint users. Each individual user needs a unique Dollar Mark Online password. The terms of this Online Access Agreement extend to all users. To have joint use of a Bill Pay account, all users must be joint signers on the enrolled account. Joint users share the same payee list, and are subject to the joint tenancy rules contained in the Terms and Conditions Disclosure Agreement for the enrolled account. Any account owner may close the Bill Pay service and any account owner may authorize transfers to or from the joint account. Accounts which require two or more signatures are not eligible for Bill Pay.

### V. General Terms

#### A. Changes to charges, Fees or Other Terms

We reserve the right to change the charges, fees or other terms described in this Online Access Agreement. When changes are made to any fees, charges, or other material terms, we will update this Online Access Agreement and either send a notice to you at the address shown on our records, or send you an electronic mail message (e-mail). The notice will be posted or sent at least thirty days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. The applicable Terms and Conditions

Disclosure Agreement governs changes to fees applicable to specific accounts.

#### B. Disclosure of Account Information

The Bank will not disclose information you have provided, or that we have obtained about your accounts and the transfers you make, except in accordance with the Bank's Privacy Policy.

#### C. Questions or Error Correction on Dollar Mark Online and Bill Pay Transactions

In case of questions or errors about online funds transfers or bill payments made through Dollar Mark Online involving a Bank account, you should do one of the following:

E-mail Customer Service at [cs@fnbkemp.com](mailto:cs@fnbkemp.com).

Call Customer Service at 903.498.8541.

Write to First National Bank, Customer Service, P. O. Box 587, Kemp, Texas 75143, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need more information about a transaction listed on the statement or transaction record.

We must hear from you no later than sixty days after we have sent the first paper or online statement on which the problem or error appeared. If you notify us orally, we may require that you send us your complaint or question in writing within ten business days.

When you tell us about the problem, please:

Tell us your name and account number.

Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is in error or why you need additional information.

Tell us the dollar amount of the suspected error.

For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.

We will determine whether an error occurred within ten business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to forty-five calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within ten business days, we may not provisionally credit your account while we complete our investigation. We will tell you the results of our investigation within three business days after we complete our investigation. If we decide that there was not an error, we will send you a written explanation. We will provide copies of the documents used in our investigation upon your request.

If we do not complete a transfer to or from your Bank account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided elsewhere in this Agreement. However, there are some exceptions. We will not be liable:

- If, through no fault of ours, you do not have enough money in your account to make a transfer or bill payment.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account has been frozen.
- If your account is closed.
- If the transfer or bill payment would cause your balance to go over the credit limit for any convenience credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly and you knew about the breakdown when you started the transfer.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using Dollar Mark Online service.
- If circumstances beyond our control (such as flood, fire or improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us.

First National Bank cannot be responsible for customer errors or negligent use of the Dollar Mark Online service and will not cover losses due to:

- Input errors or misuse of Internet Banking.
- Your negligent handling or sharing of passwords leading to an unauthorized access to your accounts.
- Leaving your computer unattended during an Online Banking session. You must "Sign Off/Log Off" to end your session.
- Failure to report known incidents of unauthorized account access within two business days.

#### D. Other General Terms

Other Agreements - In addition to this Online Access Agreement you agree to be bound by and will comply with the requirements of the applicable Terms and Conditions Disclosure Agreement, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable state and federal laws and regulations. We agree to be bound by them also.

Bank's Right to Terminate this Agreement - The Bank reserves the right to terminate this Online Access Agreement and your access to Online Services through Dollar Mark Online, in whole or in part, at any time.

#### VI. Protecting your Account

##### A. Preventing Misuse of your Account

Your role is very important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call Customer Service at 903.498.8541 or write us at First National Bank, Customer Service, P. O. Box 587, Kemp, Texas 75143.

Protecting Personal Information - In addition to protecting your account information, you should take precautions to protect your personal identification information, such as your Social Security Number, driver's license number, etc. The disclosure of the information by itself or together with information regarding your account may allow unauthorized access to your account(s). It is your sole responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your Online Password - The password that is used to gain access on Online Services through First National Bank should be kept confidential. For your protection we recommend that you change your online password regularly. We recommend that you memorize this online password and do not write it down. You are responsible for keeping your password, account numbers and other data confidential. If you believe that your online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your authorization or permission, immediately notify First National Bank Customer Service at 903.498.8541 or write us at First National Bank, Customer Service, P. O. Box 587, Kemp, Texas 75143.

#### B. Unauthorized Transactions in Your Bank Accounts

Notify us immediately if you believe another person has improperly obtained your online password. Also notify us if someone has transferred or may transfer money from your Bank deposit account without your authorization or permission, or if you suspect any fraudulent activity on your account. Only reveal your account information number to a legitimate entity for a purpose you authorize (such as your utility company or insurance company for automatic payments). To notify us, call Customer Service at 903-498-8541 or write to First National Bank, Customer Service, P. O. Box 587, Kemp, Texas 75143.

If your online password has been compromised and an unauthorized transfer has occurred and you tell us within two business days after you learn of the theft or loss, you can lose no more than \$50 if someone used your online password without your authorization or permission to access a Bank deposit account. If you DO NOT tell us within two business days after your learn of the theft or loss, and we could have stopped someone from taking money without your authorization or permission had you told us, you could lose as much as \$500.

Also, if your statement shows transfers, withdrawals or purchases you did not make or authorize, please notify us at once. If you do not notify us within sixty calendar days after the paper or online statement was sent to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty calendar days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.

#### VII. Miscellaneous Fees and Charges

Dollar Mark Online - No Monthly Fee