

## FIRST FEDERAL BANK TEXAS

### ONLINE BANKING AGREEMENT

This Agreement governs the use of the First Federal Bank Texas ("Firstbank" or "We") online internet banking service ("**OnlineFirst**") and is made and entered into by and between Firstbank (where the account(s) accessed through **OnlineFirst** are held) and each person who signs Firstbank's signature card for the account, or is referenced on the Firstbank's records as an owner of the account ("Customer", "You" or "Your"). Each Customer is jointly and severally liable for all transactions initiated through **OnlineFirst**, including overdrafts, even if the customer did not participate in the transaction, which resulted in the transaction.

**OnlineFirst** is a Firstbank service accessed through a computer and modem to electronically connect with a database that allows you to view account balance and transaction information, transfer funds among designated accounts, pay bills from designated accounts, and send or receive electronic mail from Firstbank.

The terms and conditions of any deposit Account Agreement, rules, regulations, schedule, signature card, credit agreement, including any disclosures made pursuant to such agreements, or authority executed by or made available to Customer and any subsequent amendments to any of the foregoing, are incorporated herein by reference. However, if there is any conflict or inconsistency between the terms and conditions stated in the other agreements and those of this Agreement, the terms and conditions of this Agreement shall control to the extent of such conflict or inconsistency.

Some of the transactions permitted under this Agreement are governed by the Electronic Fund Transfer Act and some terms and conditions included in the Agreement are required by this Act.

#### **Personal Identification Number (PIN) and Security Procedures**

Upon becoming an **OnlineFirst** customer, you will receive a temporary PIN, which will allow you access to your account(s) information using a personal computer with access to Firstbank's web-site on the Internet. Use of the PIN assigned to you, or you authorizing others to use the pin, will indicate to Firstbank your acceptance of the terms and conditions governing your account(s) and this **OnlineFirst** Agreement. You will be required to enter your PIN each time you access account information, make transfers or give transfer-related instructions, utilize the electronic bill payment service or schedule a "stop pay" of a previously authorized debit. If your PIN is lost or stolen, or is known by another individual, you must notify Firstbank immediately. Failure to notify Firstbank promptly could result in loss of funds. You are responsible for maintaining the confidentiality of your PIN and any breach of confidentiality should promptly be reported to Firstbank. Firstbank reserves the right to prevent your access to **OnlineFirst** should we have reason to believe the confidentiality of your PIN has been compromised.

You understand that Firstbank has implemented a security procedure for the purpose of verifying the authenticity of the online instructions transmitted to Firstbank by you ("instructions"), and not for the purpose of detecting errors in such instructions. Such security procedure includes (i) a unique file identification name or number and transmission password, and (ii) encryption. You agree that this procedure constitutes a commercially reasonable method of providing security against unauthorized instructions. You agree to be bound by any instruction issued by you and received and verified by Firstbank in accordance with such security procedure, and you shall indemnify and hold Firstbank harmless from and against any loss suffered or liability incurred by, or arising from, the execution of instructions in good faith and in compliance with such security procedure.

In an effort to provide the highest degree of confidentiality and security, Firstbank requires the use of browsers that provide encryption using a 128-bit key. The higher the level of encryption,

the harder it is for unauthorized people to read information. Many browser suppliers (Netscape and Microsoft) offer special 128-bit encryption versions, available for download from their respective web sites. Firstbank requires that customers protect their valuable financial information by using the most secure encryption possible.

### **Computer Equipment and Software**

You are solely responsible for the maintenance, installations and operation of your computer and for the software used in accessing **OnlineFirst**. Firstbank shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software, nor will Firstbank be responsible for any computer virus that affects your computer or the software while using **OnlineFirst**.

By accessing **OnlineFirst** through the World Wide Web, you agree that Firstbank shall not be liable for any indirect, incidental, or consequential costs, expenses or damages (including lost savings or profit, lost data, business interruption or attorney's fees.)

Additionally, you must have an Internet Service Provider and a Browser to utilize **OnlineFirst** through the Internet.

### **Account Requirements**

To subscribe to **OnlineFirst**, you must maintain at least one checking, savings, certificate of deposit or loan account, also referred to as ("account(s)"), with Firstbank. **OnlineFirst** will allow you to access more than one account, to view account balance and transaction information, transfer funds among designated accounts, pay bills from designated accounts, send electronic mail to Firstbank and receive electronic mail from Firstbank.

Firstbank reserves the right to refuse to open an account or to deny Customer the ability to access **OnlineFirst**, to limit access or transactions or to revoke a Customer's access to **OnlineFirst** without advance notice to Customer.

### **Daily Processing Deadlines**

Account information displayed through **OnlineFirst** is the current information at the time the transaction takes place. Funds transfers between account(s) initiated on your computer using **OnlineFirst**, and received by Firstbank or its agent(s) by 7:00 p.m. CST/CDT Monday through Friday will be effective on the current business day. Funds transfers processed on your computer using **OnlineFirst**, and received after 7:00 p.m. CST/CDT Monday through Friday or all day Saturday, Sunday, and banking holidays will be effective the following business day.

Online intrabank transfers and bill payment amounts are limited to the available balance of your designated account(s) on any single transfer or bill payment.

### **Withdrawal Transaction Limitations**

The restrictions on the number of withdrawals from your savings and money market accounts apply to funds transfers between accounts and bills paid from these accounts initiated through **OnlineFirst**. You should refer to the fees and charges disclosures for additional information.

### **Electronic Mail**

Electronic Mail (Secure Messages) to Firstbank may be delayed; therefore, if you need Firstbank to receive time sensitive information concerning your account, you must contact Firstbank in person or by telephone (i.e. stop payments, to report a lost or stolen card, or to report unauthorized use of your account).

### **Electronic Bill Payment**

To gain access to the Bill Payment Service, FirstPay, you must sign on to the Firstbank's Online Banking by entering your Access ID and Password as directed by the Online Banking screen message. Select "Bill Payment" from the account level menu. Before continuing with the set-up of your FirstPay services you must accept the terms and conditions of the FirstPay online bill payment agreement.

To use the Bill Payment Service, you must provide information online to us that identify your Payees. You may add a new fixed payment to a Payee, only if the Payee is on your authorized list of payees, and by accessing the Service and entering the appropriate information. **After entering the necessary Payee information, please allow up to 3 business days for payee verification and activation to your list of payees before attempting to schedule a payment.** You must provide sufficient information about a Payee to permit us to properly direct a payment and permit the Payee upon receipt of a payment to identify you as the payment source. You do this by filling in all required fields with accurate information, as directed by the Bill Payment Service screen messages. By providing us with the specific names and account information of those Payees to whom you wish to direct payment, you authorize us to follow the Payment Instructions that we receive from you through the Bill Payment Service. When we receive a Payment Instruction, you authorize us to debit your From Account and remit funds to the Payee on your behalf provided your From Account contains sufficiently collected funds on the Scheduled Payment Date for such payment.

You may cancel your use of the Bill Payment Service at any time by providing a written notice to the Bank. We will make every reasonable effort to delete all outstanding payment orders (all individual and Recurring Payments) once your request has been received, but we must have reasonable time to act upon your request. You will not receive a refund of any service fee if you cancel. The Bank may cancel or suspend the Bill Payment Service, in whole or in part, at any time without prior notice in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of the system security has occurred or is being attempted. Cancellation or suspension shall not affect your liability or obligations under this Agreement. We reserve the right to refuse to pay any Payee to whom you may direct a payment for security reasons or any other reason. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment under this Agreement.

You agree to pay the Bank the fees shown below for use of the Bill Payment Service and authorize the Bank to deduct any Bill Payment Maintenance Fee (and any Transaction Fees, if applicable), from the checking account from which the Bill Payments are originated. This fee is in addition to regular transaction fees that may be incurred on your Firstbank accounts. We may assess a fee for any Bill Payment request drawn against insufficient funds in your From Account. We will not be liable for failure to pay or for any delay in payment of, any Bill Payment request if sufficient collected funds are not available in the From Account on the Scheduled Payment Date. **IF WE PAY A BILL PAYMENT THAT OVERDRAWS YOUR FROM ACCOUNT, YOU AGREE TO PAY US THE AMOUNT OF THE OVERDRAFT TOGETHER WITH ANY FEE IMMEDIATELY UPON DEMAND, WHETHER OR NOT YOU SIGNED OR REQUESTED THE WITHDRAWAL OR PARTICIPATED IN THE TRANSACTION CREATING THE OVERDRAFT OR RECEIVED ANY BENEFIT FROM THE WITHDRAWAL CREATING THE OVERDRAFT. YOU AGREE TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED BY US IN THE COLLECTION OF ANY OVERDRAFT.**

### **Intrabank Transfers**

Intrabank transfers are transfers between your Firstbank accounts.

- 1) Account Designation. You may transfer funds electronically between your Online Banking designated deposit and, or loan accounts. All designated accounts must be in your name and you must be a signor on the account where applicable.
- 2) Funds Availability. If you designate a transfer as an "Express Transfer", you will receive credit upon completion of this transaction. "Express Transfers" cannot be canceled once you have completed the transaction.
- 3) Transfers designated as "Scheduled" transactions will be processed by 10:00 a.m. CST of the scheduled initiation date. If the scheduled initiation date falls on a Saturday, Sunday, or Federal holiday, the transfer will occur on the next business day. "Scheduled" transfers may be changed or canceled until 7:00 p.m. CST of the night before the scheduled initiation date. Please refer to the *Funds Availability* disclosure for additional information.
- 4) Any "Scheduled" transfer that can not be processed due to insufficient funds will be automatically reprocessed the following business day. If the transaction fails again on the second day, Firstbank will mail you a notice, notifying you of the failed payment and service fee, if applicable, according to the existing service fee guidelines.

### **Stop Payment Request**

**OnlineFirst** allows you to initiate a stop payment request on any check written on any of your designated accounts. To be effective, a stop payment order must precisely identify the check number, amount and payee of the item to be stopped. A stop payment fee will be charged to your account for each stop payment order processed. Stop payment orders are effective 180 days after the date accepted and will automatically expire after that period unless renewed. To be effective the same business day the stop payment order must be entered and accepted before 7:00 p.m. CST. Firstbank is not liable in any way for damages or losses that you incur in the event that a stop payment order entered by you on an item that was paid prior to the date and time that your stop payment order was accepted.

### **Electronic Funds Transfer Act**

Some of the terms set forth below are governed by the Electronic Funds Transfer Act ("EFT Act"), which is only applicable to consumers. Business Account holders are not entitled to the rights provided under the EFT act.

### **Reporting Unauthorized Transactions**

If you believe unauthorized transactions are being made from your account, please notify Firstbank immediately.

Contact First Federal Bank Texas at: 903-593-1767 or write:

First Federal Bank Texas  
1200 South Beckham  
Tyler, TX 75701

### **Periodic Statements**

Firstbank will mail or deliver to you periodic statements for your Firstbank accounts as disclosed in your deposit or credit agreements. Firstbank will include any transfers or bill payments you authorize through **OnlineFirst** on your statements.

You agree to review your periodic statement in accordance with this Agreement and any other deposit or credit Agreements governing your account, for accuracy of all data transmitted through the online system. You should promptly notify Firstbank of any discrepancies, including but not limited to, any errors or inaccuracies related to data transmitted by any online service.

### **Fees**

***The monthly fees for OnlineFirst will automatically be deducted from your account. You may also be assessed a fee for certain transactions. Refer to the Firstbank's fee schedule for specific fee information. Fees may be deducted from your account without prior notice to you. Fees are subject to change from time to time at Firstbank's discretion.***

### **Cancellation of Payments**

If you have "Scheduled" in advance regular bill payments or transfers (pre-authorized debits) through **OnlineFirst**, you may change or stop the payment order until the payment is processed.

If you are unable to cancel or change the payment, call or write us in time for us to receive the request three business days or more before the payment is scheduled to be made. If you call, we may require the request be confirmed in writing and received by us within fourteen (14) days after the call. Charges for stop payment orders are shown in the Firstbank's fee schedule.

If you request that we stop one or more of these pre-authorized debits three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **Firstbank's Business Days**

Firstbank's business days are Monday through Friday. Federal holidays on which our offices are closed are not considered business days.

You may access account information through **OnlineFirst** 24 hours a day, seven days a week, except for interruptions due to maintenance or matters beyond Firstbank's control.

### **Electronic Funds Transfer Error Resolution**

If you feel that any statement or receipt is wrong, or you wish to have more information about a transfer listed on a statement or receipt, contact us in writing or by telephone.

Contact First Federal Bank Texas at:

903-593-1767 or write:

First Federal Bank Texas  
1200 South Beckham  
Tyler, TX 75701

We must hear from you within sixty (60) days after we send you the FIRST statement on which the problem or error appeared. When you contact us,

- 1) Tell us your name and account number. (Do not tell us your PIN number.)
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as possible why you believe it is an error or why you need more information.
- 3) Tell us the dollar amount and the item reference number of the suspected error.

We will investigate your complaint and will correct any error promptly. We will tell you the results of our investigation within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. An account is considered new for 30 days after the first deposit is made, if you are a new customer. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, point-of-sale or foreign initiated transfer) to investigate your complaint or question. If we decide to do this we will re-credit your account within 10 business days (20 business days if the transfer involved a new account) 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 you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days we may not re-credit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents used in our investigation

### **Customer's Responsibility**

You shall be responsible for all transfers and electronic bill payments you authorize through **OnlineFirst**. You shall also be responsible for all transactions initiated by persons to whom you have given your PIN.

You must report to Firstbank AT ONCE if the PIN has been lost or stolen. Telephoning is the best way of minimizing possible losses. Failure to notify Firstbank could result in the loss of all money in your account plus your maximum line of credit, if you have one. If you report to Firstbank within two (2) business days, the loss sustained by a consumer account holder will be no more than \$50 if your PIN is used without your permission.

If you do not report to Firstbank within two business days after learning of the loss or theft of the PIN, and Firstbank can prove that it could have prevented someone from using the PIN without your permission had it been notified, consumer account holders could lose as much as \$500.

Also, if the statement shows electronic transfers you did not make, report them to Firstbank at once. If you do not tell Firstbank within 60 days after the statement was mailed, you may not get back any money transferred that you lost after the 60 days if Firstbank can prove that it could have prevented the loss had you reported it promptly.

Firstbank may extend the time periods for a good reason, such as a long trip or hospital stay, which might keep you from notifying the Firstbank.

Customers utilizing the Basic **OnlineFirst** and/or electronic bill payment services assume full responsibility for allowing any other person access to their PIN and account information. Information on all accounts held by the customer (both personal and business) that may be available through **OnlineFirst**.

#### **Firstbank's Responsibility**

Firstbank shall be responsible for performing services expressly provided for in this Agreement, and shall not be liable for any error or delay so long as Firstbank has acted in accordance with the terms and conditions hereof. Firstbank shall not be liable if you do not have sufficient funds in a designated account to complete the transaction you initiate, if you have overdraft protection and the transfer would exceed the overdraft limit or if the account is closed.

Firstbank shall not be liable if you have not given Firstbank complete, correct or current transfer or payment instructions or if you have not followed proper instructions given through **OnlineFirst** or software used. Firstbank shall not be responsible for any loss, damage, liability or claim arising, directly or indirectly from any error, delay or failure in performance of any of its obligations hereunder which is caused by fire or other natural disaster, strike, civil unrest, any inoperability of communications facilities or any other circumstance beyond the control of the Firstbank.

You agree that, except as expressly stated herein, there is no warranty of merchantability, no warranty of fitness for a particular purpose, and no warranty of any kind, express or implied, regarding any aspect of OnlineFirst.

#### **Account Information**

Firstbank may disclose information to a third party about your account or the transfers only if you have given us permission to do so, or when it is necessary to complete transfers, verify the existence or status of your account to a third party such as a credit bureau or merchant, or, to comply with a court order or the request of a government agency.

#### **Data Recording**

You agree that by using **OnlineFirst** to conduct transactions, the information and transfers will be recorded and/or data captured. By using Firstbank's service you consent to such recording.

#### **Severability**

If any provision of the Agreement is found to be invalid or unenforceable under applicable law, said provision shall be ineffective to the extent of such invalidity only, without affecting the remaining provisions of this Agreement.

#### **Amendment**

This Agreement may be amended at any time by Firstbank and the revised information will be made available at any Firstbank office and, in many cases, will be mailed or sent via electronic mail to you. You will be required to abide by these changes in future transactions.

### Mediation

Should any dispute arise between Customer and the Firstbank relating to the account and if following the good faith negotiation of the dispute, it cannot be resolved; it shall first be submitted to mediation. Mediation shall be conducted at the nearest office of the mediation organization mutually agreed upon by Customer and Firstbank.

### Jury Trial Waiver

Customer hereby knowingly, voluntarily, intentionally and irrevocably waives the right to a trial by jury in respect to any litigation based hereon or arising out of this agreement or relating to the account as permitted under applicable law.

### Waiver

We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not constitute a waiver of the term or provision in the future.

### Assignment

We may assign the rights and delegate the duties under this Agreement to any present or future, directly or indirectly, affiliated company or to any third parties.

### Termination

Either party may terminate this Agreement by giving sufficient notice to the other party. Termination of this Agreement also terminates access to **OnlineFirst**.

Any transaction you have initiated prior to notice of termination will continue to be made until Firstbank has had a reasonable opportunity to act upon the notice of termination. If Firstbank terminates your access to **OnlineFirst**, Firstbank reserves the right to immediately stop making transfers or payments from your account(s), including those you previously authorized.

### Applicable Law

This Agreement is subject to the provisions of all applicable operating circulars of the Office of Comptroller of the Currency (OCC) and any other applicable provisions of Federal Law. Except as so provided, this Agreement shall be governed by and interpreted in accordance with the laws of the state in which the principal office of Firstbank, which maintains your checking account, is located. This Agreement shall be binding upon and to the benefit of the parties hereto and their respective legal representatives, successors and assigns.