

## **Internet Banking Agreement Muenster State Bank**

This Internet Banking Agreement (this "Agreement") states the terms and conditions for Internet Banking offered by Muenster State Bank (the "Bank"). When you use, or you permit any other person(s) to use, Muenster State Bank's Internet Banking, you agree to the terms and conditions of this Agreement. These terms and conditions are in addition to those that apply to any accounts you have with the Bank. This Agreement is an addendum to the existing Deposit Account Agreement and Signature Card that you received and signed when opening your depository account, as amended from time to time. If there is a conflict between the terms and conditions of this Agreement and one contained in the other agreements between us, this Agreement will control.

As used in this Agreement, "you" or "your" refers to each person(s) subscribing to, using or accessing Internet Banking; "we", "us" or "our" refers to Muenster State Bank and any agent, independent contractor, designee, or assignee Muenster State Bank may, in its sole discretion, involve in the provision of Internet Banking.

- 1) Account Access.** You must have at least one eligible personal account with us, access to the Internet and an eligible browser (see # 4 Equipment) to use Internet Banking. If you have more than one personal deposit account or consumer loan relationship with us, we will "link" the relationships together. Accounts that are "linked" under Internet Banking will effectively have one common owner and signer. Any signer, acting alone, shall be deemed by us to be authorized to access a linked account. Any non-linked account will not be accessible through Internet Banking.

Under Federal Law, withdrawals are limited from any savings deposit account as set out in the Truth In Savings disclosure you received when opening your depository account. If you exceed the maximum number of allowable transfers, payments or preauthorized withdrawals on any savings or money market account, the Bank will take steps, as it reasonably deems necessary, to ensure your future compliance with allowable transfer limits, including terminating your access to Internet Banking. Allowable transfers and withdrawals by check, draft, debit card or similar order on any saving deposit account are limited to a maximum of three per quarter. Additionally, excessive withdrawals are subject to an excessive item fee as set out in the Truth In Savings disclosure you received when opening your depository account.

- 2) Access Codes.** Security of your transactions is important to us. During your enrollment for Internet Banking, you are required to select a User Name and a Password.

The User Name may be any word or grouping of letter, numbers, or special characters. It is recommended to use letters (upper and lower case), numbers and special characters. Do not use a word that may easily be guessed.

Your Password must have at least 8 characters including a number, an upper case letter, a lower case letter, and a special character. You should select your Password carefully and stay away from names, dates and information that may easily be guessed.

**DUAL AUTHENTICATION** – The first time you logon to Muenster State Bank Internet Banking you will be required to provide information necessary to establish the additional security requirements for dual authentication. Dual authentication is necessary to further enhance your

security when using Muenster State Bank Internet Banking, and to comply with current regulatory guidelines. Security questions must be chosen and answered, and will be part of each Internet Banking login. A personal image and personal greeting will be selected by you during the enrollment process. The image will be displayed to you in the future after you enter your User Name and security question answer. You should review the image and greeting that is displayed to ensure you are connected to the authentic Muenster State Bank Internet site before entering your Password. If signing on to Muenster State Bank Internet Banking and the image or greeting does not match your selections during enrollment, do NOT enter your Password. Contact the Bank for further instructions.

**Use of your User Name and Password (the “Access Codes”) and the Dual Authentication procedures described above is the agreed security procedure to access Internet Banking. We may accept as authentic and authorized any instructions given to us through the use of your User Name and Password.**

- 3) **Available Services.** You will be allowed access to Internet Banking by first entering your User Name.
- a) **Account Information.** You may use Internet Banking to obtain balance and transaction information about your eligible linked accounts with us. Please note that while Internet Banking operates in a “real time” mode, balance information may not reflect transactions not received by the Bank such as outstanding checks or recent debit card transactions conducted at off-line merchants. Balances may also be subject to a hold (which will not necessarily be evident from Internet Banking, but which you would have received written notice of when it was placed, either in person or by mail). Please also note that online transaction history for accounts is limited to your current statement cycle and previous statement cycle; you may need to check the statements that we have previously sent you for information beyond the last day covered by the online transaction history. You may download your eligible account(s) information. Any links to, or downloads from, outside sources provided through Internet Banking are beyond the control on the Bank’s security and the Bank is not responsible for the content, operation or security of such sites or your computer.
- b) **Funds Transfers.** You may use Internet Banking to transfer money between certain eligible consumer accounts you have with Muenster State Bank. You may schedule transfers to be initiated on the current Business Day, on a future date, or on the same date of each month, subject to the restrictions in this and other agreements between you and the Bank. While you can enter transfer information through the Internet Banking twenty-four (24) hours a day, seven (7) days a week, transfers can be initiated only on Business Days. Funds will be deducted from the eligible account you designate on the Business Day on which a transfer is to be "initiated." This date is referred to in this Agreement as the "Transaction Date." If you direct the initiation of a transfer to occur on a day other than a Business Day, it will be initiated on the following Business Day. Transfers must be scheduled by the normal cut-off time of 3:00 p.m. Central Time on any Business Day in order for the transaction to be completed on that Business Day. Recurring transfers are those made for the same amount and are made on a weekly, bi-monthly, monthly basis, etc. Once started, recurring transfers will be made automatically until your account(s) no longer has sufficient funds in it, until you delete the transfer on-line or until you tell us to stop or cancel such transfer or Internet Banking and we have a reasonable opportunity to act on your request. Call or write us at the telephone number or address listed in this Agreement in time for us to receive your request 3 Business Days or more before the transfer is

scheduled to be made. If you call, we will also require you to put your request in writing and get it to us within 14 days after your call.

- c) Customer Service.** You may communicate with Muenster State Bank by utilizing the Contact Us link shown on the Muenster State Bank Internet Home Page using a personal computer to send and receive written messages electronically (Internet e-mail). This method is very effective for requesting additional information, questions, comments and other miscellaneous correspondence. \* HOWEVER AT THIS TIME, E-MAIL IS NOT A SECURE METHOD OF COMMUNICATION AND CONFIDENTIAL INFORMATION SHOULD NOT BE SENT OVER THE INTERNET EMAIL. You may also contact the Bank at 940-759-2257, between the hours of 8 AM & 5 PM, Monday – Friday, excluding Bank holidays.
- 4) Equipment.** You are responsible for obtaining, installing, maintaining and operating all computer hardware, software and Internet access services necessary for accessing Internet Banking. The Bank will not be responsible for any errors or failures resulting from the malfunction or failure of your hardware, software or any Internet access services. For your protection and security, access to Internet Banking requires an Internet Browser that supports 128-bit encryption.
- 5) Business Hours of Operation.** Business hours vary by branch location. Telephone Customer Service is available from 8:00 AM to 5:00 PM Central Time, Monday - Friday, except bank holidays. Internet Banking is available 24 hours a day, 7 days a week except during maintenance periods or circumstances beyond our reasonable control. All Internet Banking transactions initiated after the Bank's cutoff time will be posted to the appropriate account on the next Business Day.
- 6) Documentation.** All payments, transfers, and/or fees made with the Internet Banking will appear on your monthly Account statement. The Payee name, payment amount, and the date of the transfer will be shown for each transfer made through the Internet Banking during that month.
- 7) Fees.** At this time, the Bank does not charge a fee for the use of Internet Banking. In the future, fees may be assessed for specific Internet Banking Services. If and when specific fees are assessed, a minimum of 30 days notice will be given to any affected Internet banking customers. Notification to the customers may be made through written or electronic media. Any current or future fees associated with Internet Banking are in addition to regular transaction fees that may be incurred on your Muenster State Bank accounts. In addition, you will be responsible for paying any telephone company or utility charges and/or Internet access service fees and/or taxes incurred while using telephone lines and/or Internet access services to connect with Internet Banking.
- 8) Limitation of Access/Security.** In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes and other means of identification (including, without limitation, your account numbers, User Name and Passwords). We reserve the right to block access to Internet Banking at any time without notice to maintain or restore security, including if we reasonably believe your Access Codes have been or maybe obtained or are being used or may be used by an unauthorized person(s).
- 9) Termination.** If you desire to terminate your access to Internet Banking, you must notify the Bank by mailing your request to: Muenster State Bank, P.O. Box 100, Muenster TX 76252, or telephoning us at 940-759-2257, during business hours. If you telephone, we will also require you to present your request in writing within 10 Business Days. We reserve the right to terminate Internet Banking, in whole or in part, at any time. In that event, or in the event that you give us a termination notice, we

may (but are not obligated) to immediately discontinue making previously authorized transfers, including Recurring Payments and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend Internet Banking 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. We may consider repeated incorrect attempts to enter your User Name or Password as an indication of an attempted security breach. Termination of Internet Banking does not affect your obligations under this Agreement with respect to occurrences before termination or cooperation after termination.

**The Bank also reserves the right to deactivate Internet Banking for inactive customers. For the purpose of this Agreement, inactive customers are those that have not used Internet Banking for a period of six (6) months or longer.**

**10) Your Responsibility.** Use of your User Name and Password is the agreed security procedure to access Internet Banking. In order to prevent unauthorized access to your accounts and to prevent unauthorized use of Internet Banking, you agree, by using Internet Banking, to keep confidential, and to not give or make available your User Name, Password or other means to access your accounts to any person not authorized to access your accounts. The loss, theft or unauthorized use of your account numbers, User Name and Passwords could cause you to lose some or all of the money in your linked accounts, plus any amount available under your overdraft privilege. If you disclose your account numbers, User Name and/or Password to any person(s) or entity, you assume all risks and losses associated with such disclosure. You are responsible for all transfers you authorize using Internet Banking. If you permit any other person(s) or entity to use Internet Banking or to access or use your account numbers, User Name, Password, or other means to access your accounts, you are responsible for any transactions and activities they authorize from your linked accounts. You agree to immediately notify us by calling 940-759-2257, during normal hours of any unauthorized use of your account numbers, User Name and Password or of any other breach of security, or if you believe someone may attempt to use Internet Banking without your consent or has transferred money without your permission. **WE CANNOT ACCEPT NOTIFICATION OF A LOST OR STOLEN USER NAME OR PASSWORD OR UNAUTHORIZED TRANSFERS VIA E-MAIL.**

**11) Liability; Indemnification.** NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING INTERNET BANKING AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT AND ANY ADDENDUM HERETO.

WE SHALL BE LIABLE ONLY FOR MATERIAL LOSSES, WHICH ARE THE DIRECT RESULT OF OUR OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT IN PERFORMING THESE SERVICES. WE SHALL HAVE NO LIABILITY FOR FAILURE TO PERFORM ANY SERVICES IN THE EVENT SUCH FAILURE OR DELAY IS DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, FAILURE OR DISRUPTION OF ELECTRIC POWER OR TELECOMMUNICATIONS SYSTEMS. WE SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES OR INDIRECT LOSS UNDER ANY CIRCUMSTANCES.

EXCEPT TO THE EXTENT THAT WE ARE LIABLE UNDER THIS AGREEMENT, YOU AGREE TO INDEMNIFY AND HOLD US AND OUR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS, DEMANDS, JUDGMENTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THESE SERVICES. YOU AGREE

THAT THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**12) Warranties Disclaimer.** INTERNET BANKING AND RELATED DOCUMENTATION ARE PROVIDED “AS IS” AND “AS AVAILABLE”, AND WE DO NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, CONCERNING THE HARDWARE, THE SOFTWARE OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**13) Errors or Questions.** In case of errors or questions about your Internet Banking call the Bank at 940-759-2257, or write to us at Muenster State Bank, P.O. Box 100, Muenster TX 76252, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- i. Tell us your name and account number.
- ii. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- iii. Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within 10 Business Days. We will determine whether an error occurred 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. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will 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 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 it within 10 Business Days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**14) Miscellaneous Terms.** In addition to this Agreement, you agree to comply with the terms of all applicable account agreements, including, without limitation, the Deposit Account Agreement that you received when opening your depository account, as amended, and with all applicable State and Federal laws and regulations.

The Bank may amend or change this Agreement (including applicable fees and service charges) by sending you written notice by regular mail sent to your address as it appears on your account records or by posting notice of change on the Bank’s Internet or Internet Banking site. Any use of Internet Banking after we send you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the programs, services, documentation and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the programs, services,

documentation and/or related material, and to limit access to Internet Banking more recent revisions and updates.

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by an authorized representative of Muenster State Bank. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

We refer you to the Deposit Account Agreement and Signature Card that you received and signed when opening your depository account, as amended, for additional terms and conditions and disclosures that apply to your accounts with the Bank, as this Agreement is an addendum to such Deposit Account Agreement and Signature Card.

- 15) Assignment.** You may not transfer or assign your rights or duties under this Agreement.
- 16) GOVERNING LAW.** THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THIS AGREEMENT AND ITS INTERPRETATION AND ALL TRANSACTIONS HEREUNDER, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS RULE OR PRINCIPLE THAT MIGHT RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS REVIEWED THIS CUSTOMER AGREEMENT, UNDERSTANDS THE TERMS AND CONDITIONS SET FORTH HEREIN, AND AGREES TO BE BOUND HEREBY. YOU ALSO AGREE TO THE EXCLUSIVE JURISDICTION AND VENUE FOR ALL DISPUTES RELATED TO THIS AGREEMENT TO BE HELD IN THE COURTS OF LAW IN COOKE COUNTY TEXAS.
- 17) Amendments.** We can change a term or condition of this Agreement by mailing or delivering to you a written notice at least thirty (30)days before the effective date of any such change or by posting notice of change on the Bank's Internet or Internet Banking site. We do not need to provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain and restore the security of our system or an account. However, even in these cases, if the change is to be made permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement that we send you, or within thirty (30)days, unless disclosure would jeopardize the security of our system or an account. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you in either Checking or Savings Accounts records, or e-mail address in which you authorized the Bank to send such notices and/or disclosures.
- 18) Children's Privacy.** Muenster State Bank does not direct this web site to children, does not knowingly market its products and services to children, nor does it knowingly solicit data from children. This website is directed to individuals 18 years old or older with the capacity to contract under Texas law.
- 19) Security Procedures.** By accessing Internet Banking, you hereby acknowledge that you will be entering a protected web site owned by the Bank, which may be used only for authorized purposes. The Bank may monitor and audit usage of the System, and all persons are hereby notified that unauthorized use of Internet Banking constitutes a violation of and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 (18 USC§1030).