

**THE FIRST NATIONAL BANK OF MERTZON  
INTERNET BANKING AGREEMENT**

The use of Internet Banking requires that you agree to the terms and conditions of our Internet Banking Agreement when you use our service. These terms and conditions are in addition to those that already apply to any account you currently have with the Bank or any service that you obtain from us. You must also adhere to any applicable procedure or instruction covered by this agreement.

“You” and “your” mean any person who creates an Internet Banking Customer Account with The First National Bank of Mertzon or is authorized to use an Internet Banking login or customer identification number and password to access the Internet Banking service. “Internet Banking” is defined as our service that allows customers to access accounts, transfer funds, make payments and perform other transactions over the Internet by using a personal computer.

The Internet Banking service and the PayLinks Online Bill Payment service are free services to all Bank customers. If the PayLinks Online Bill Payment system is inactive for one month, a service fee of \$7.50 will be assessed.

**TYPES OF INTERNET BANKING TRANSACTIONS**

You may access your accounts by computer using your password and your social security number/account number/login name to:

1. transfer funds from checking to checking;
2. transfer funds from checking to savings, money market;
3. transfer funds from savings, money market to checking;
4. transfer funds from savings, money market to savings, money market;
5. make payments from checking to loan accounts with us;
6. make payments from savings, money market to loan accounts with us;
7. get information about checking, savings, money market account balances, deposits and withdrawals in the last statement cycle, and account balance of certificates of deposit and loans.
8. use the PayLinks Online Bill Payment service

**CUSTOMER NUMBER/LOGIN NAME AND PASSWORD**

To access Internet Banking, you must use the customer number we provide with a password. You have the ability to create a personalized login name within the system, once you have logged on the system for the first time. Anyone who you give your Internet Banking customer number/login name and password will have full access to your accounts, even if you intend to limit that person’s access.

**LIMITS ON INTERNET BANKING TRANSACTIONS**

Your account must have sufficient funds available to make a requested transfer or payment. If you use a Savings or Money Market account to complete a transaction, the limits imposed on those types of accounts are applicable to Internet Banking transactions. For Savings accounts, transfers to another account or to third parties by preauthorized, automatic, or telephone transfer are limited to six per quarter with no more than three by debit card or similar order to third parties. For Money Market accounts, transfers to another account or to third parties by preauthorized, automatic, or telephone transfers are limited to six per statement cycle with no more than three by check, debit card, or similar order to third parties.

**OUR LIABILITY FOR FAILURE TO COMPLETE TRANSFERS OR PAYMENTS**

If we fail to complete a transfer or payment on time or for the correct amount according to our agreement with you, we will be fully liable for any losses or damages that may be incurred by you. However, the following exceptions apply where we WOULD NOT be liable:

1. If, through no fault of ours, you do not have sufficient funds available to complete the requested transfer or payment.
2. If the account from which you request a transaction has been closed or if the account is subject to restrictions due to any legal process. We may also withhold a transaction if your account has insufficient funds.
3. If your computer equipment or ours is not in working order and it is apparent to you when you are attempting to complete a transaction.
4. If you have given us incomplete or incorrect information regarding account numbers or any other identifying information necessary to properly complete the transaction.
5. If you do not follow our instructions or if you provide inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.
6. If you do not initiate your transaction in a manner that allows us sufficient time to process your transfer or payment by the time it is due.
7. If any circumstance beyond our control prevent, delay, alter, or intercept the transaction, despite reasonable precautions that we have taken.

**BUSINESS DAYS**

Internet Banking and PayLinks Online Bill Payment are available 24 hours a day, 7 days a week. However, we will only process transactions and update information on general business days, Monday through Friday, excluding holidays. The Internet Banking system updates twice per day on business days.

**STATEMENTS**

Transactions completed using either Internet Banking or PayLinks Online Bill Payment will appear on your normal monthly or quarterly statement. You must notify us if you change your address.

**CUSTOMER LIABILITY**

You are liable for all transactions that you or anyone you authorize to conduct your banking activities. If you have given someone your Customer Number/Login Name and Password and you wish to terminate that person’s access, you must change your Customer Number/Login Name and Password as well as take any other additional steps to prevent further access by that person. If you decide that you no longer wish to have Internet Banking access, you must contact The First National Bank of Mertzon to cancel your account. Your username and password will be immediately disabled. As with signing up for Internet Banking proper identification must be verified to terminate your Internet Banking access.

**UNAUTHORIZED TRANSACTION, LOSS, OR THEFT OF CUSTOMER NUMBER/LOGIN NAME OR PASSWORD**

If you believe that your Internet Banking Customer Number/Login Name and/or Password or any other means of accessing your account has been stolen or compromised or has been used in a manner unauthorized by you, contact us immediately at 325-835-4321.

**PRIVACY**

Ensuring your financial privacy is of vital importance to us. We recognize the importance you place on your privacy and the confidentiality of your financial information. We think it is important for you to be informed of the policies we have to safeguard your privacy. You can find our Privacy Policy online at [www.fnbmertzon.com](http://www.fnbmertzon.com) or visit any of our locations for a detailed brochure about the measures we use to guard your privacy.

**WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN CUSTOMER NUMBER/LOGIN NAMES OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.**