

# Online Banking Agreement

Please read and print, or save this Agreement and Disclosure on your PC before enrolling in our Online Banking service for personal use.

## SECURITY BANK ONLINE BANKING SERVICES AGREEMENT AND DISCLOSURE (INDIVIDUALS AND PERSONAL CHECKING SERVICES ONLY)

This Agreement and Disclosure ("Agreement") is effective between SECURITY BANK (the "Bank") and each customer of the Bank who hereby subscribes to the Bank's Online Banking Services and Bill Pay, or any person authorized by the customer to use the customer's Online Banking services. This Agreement discusses how you can use Online Banking to obtain information about your account, transfer funds between your accounts, stop payments, request certain other bank services, and use Bill Pay services to pay bills online. It also contains the terms and conditions for Online Banking and Bill Pay services. This agreement also discusses the Online Financial Management service and Mobile Deposit service. This Agreement describes your and our rights and responsibilities with respect to Online Banking services; it and other separate user agreements for other online banking services mentioned within this Agreement supplement the electronic funds transfer agreement(s) and disclosure(s) that you received previously when opening your deposit account(s) and/or contracting for other types of electronic funds transfer access to those accounts at the Bank. Whoever uses Online Banking either directly or on behalf of a customer is bound by this Agreement.

**Definitions.** In this Agreement the words "you," "your" and "user" mean those who sign as applicants, are authorized user(s) of your designated account(s) or have an interest in the account(s), or who subscribes to or uses the Online Banking services. The words "we," "us" and "our" mean the Bank and any agent, independent contractor, designee, or assignee that the Bank uses in the provision of Online Banking services. The word "payee" means an individual or business that you select in advance to receive one or more bill payments. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point-of-sale transactions, and transfers to and from your Bank accounts using Online Banking including bill payments. "Business days" are Monday through Friday except for bank holidays. Other definitions appear within the text of this Agreement.

**Access.** To use Online Banking, you must have at least one account at the Bank, access to the Internet with a 128-bit data encryption browser, and completed an Online Banking application. Online Banking is generally accessible 24 hours a day, seven days a week, except for reasonable periods of time for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. Even in cases where notification is usually required we may modify, suspend or terminate access to Online Banking services at any time and for any reason without prior notice, in order to protect the system or your account. We will give you notice in other situations if required by law. Additionally, we reserve the right to deactivate any Online Banking service that has been "inactive" for a period of 90 days.

Security. You will be assigned an Online Banking customer identification ("ID") number and personal identification number ("PIN"), which you must use to access the Online Banking services and / or Online Bill Pay. We may require you to change your PIN from time to time for security purposes. You are responsible for keeping your ID and PIN confidential. We are entitled to act on transaction instructions received using your ID and PIN, and you agree that the use of your ID and PIN will have the same effect as your signature authorizing the transaction. Although we make every effort to insure that our online banking service is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We do not guarantee that all data transfers using Online Banking, or email transmitted to and from us, will not be monitored or read by others.

Disclaimer of Liability. You are responsible to obtain, install, maintain and operate all computer hardware and software necessary for Online Banking services. We are not responsible to you for any loss or damage that you suffer as a result of the failure of systems and hardware that you use to interface with our systems, or systems and software that you use to initiate or process banking transactions, whether such transactions are initiated or processed directly with our systems or through a third party service provider. You alone are responsible for the adequacy of the systems and software that you utilize to process transactions and the ability of such systems and software to do so accurately. We are not liable to you for any computer virus that may be attributable to the transactions using our Online Banking services.

Your Account. If you use Online Banking to access an account that requires more than one signature to authorize a transfer or write a check, or your account is subject to dollar or transaction limits, the Bank will not monitor or restrict those aspects of those accounts in our Online Banking services. When such a restricted account is accessed through our Online Banking services, the authorized signers are jointly responsible for all transactions that occur in the account, whether the restrictions are violated or not.

General Description of Services. In general, the Online Banking service enables you to:

- View account balances and transaction history;
- Transfer funds between accounts;
- Stop Payments;
- Set up recurring transfers between accounts; and
- Download account transactions.

In general, if you activate Bill Pay service you may:

- Pay bills to most merchants, individuals and institutions;

- Set up recurring payments; and
- Download your payment schedule.

In general, if you activate the Mobile Deposit service you may make deposits to your checking, savings, or money market savings accounts from remote locations.

In general, if you activate the Online Financial Management service you may:

- Create a budget and track performance for all accounts, including those at other institutions;
- View spending summary and cash flow summary;
- Create savings goals and track progress; and
- Incur a fee as disclosed in the "Miscellaneous Fees and Charges" section of your account agreement or in a subsequent notice to you of the fee change for this service.

This list is not exhaustive. We may offer additional or different Online Banking services in the future, all of which will be governed by this Agreement.

Online Banking Limitations. For security purposes, we may from time to time establish limits on certain aspects of fund transfers through Online Banking:

- On the dollar amount of funds transfers you may make each day.
- On the number or dollar amount of transfers you may make via Online Banking or Bill Pay services in a single day. (Transfers from some types of accounts are restricted by federal law, or by our design of the product. Refer to your account agreement for further information regarding these limitations.)
- On the number or dollar amount of deposits you may make via Mobile Deposit services in a single day. (Limitations on Mobile Deposit will be provided to you in accordance with those separate agreements and/or notifications from us to you as required by law or banking regulations.)
- The amount of transfers that you may make. (This is also limited by the available balance in the account you wish to transfer from, including any funds available through overdraft protection you have with us.)
- If you request a transfer that exceeds the funds available in the account from which a transfer is being made, we will not be required to honor the request. However, if we, in our sole discretion, choose to make a requested transfer that

exceeds the funds available in the account, that account will be subject to our current fee for processing items drawn against non-sufficient funds.

Bill Pay through the Online Banking Service. You may use Security Bank bill paying service, Bill Pay, to direct Security Bank to make payments from your designated checking account to the payees you choose in accordance with a separate Bill Pay agreement. The terms and conditions of the Bill Pay agreement will be provided to you during the activation of that service should you elect to take advantage of it.

Mobile Deposit through the Online Banking Service. You may use Security Bank's Mobile Deposit service to make deposits to your checking, savings, or money market savings accounts from remote locations by digitally capturing an image of a check and delivering the image(s) and associated deposit information to the Bank or our designated processor. The terms and conditions of the Mobile Deposit agreement will be provided to you during the activation of that service should you elect to take advantage of it.

Periodic Statements. You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case, you will get a statement quarterly. All Online Banking deposit account transactions, including Bill Pay items effective during that statement period will be reflected on your statement.

Fee Schedule for Online Banking, Bill Pay, and Mobile Deposit.

- Online Banking service - No charge
- If you have not activated your service after 30 days, you will be required to resubmit an enrollment form or application.
- Bill Pay through Online Banking – No charge
- In addition, fees and charges for other services may apply to online transactions (including but not limited to fees for processing insufficient funds items and stop payment orders) and charges from your wireless carrier..
- Mobile Deposit through Online Banking – Any fees associated with Mobile Deposit will be provided to you during the activation of that service should you elect to take advantage of it.

You agree to abide by all rules on Online Banking and Bill Pay. In addition, our liability is limited to the actual loss or damage you prove if the error was bona fide and unintentional.

Liability for Unauthorized Transactions. Tell us AT ONCE if you believe your online banking services customer ID number or PIN has been lost or stolen. Also tell us if someone has transferred or may transfer money from your account without your permission or if you suspect any fraudulent activity on your account. Telephoning us is the best

way to keep your possible losses down. To notify us about your lost customer ID or PIN or about unauthorized transfers from your account, call 888.303.8298 or write to us at:

Online Banking Customer Service

SECURITY BANK

600 N. Marienfeld, Ste 200

Midland TX 79701

Email: Contact Us

You should check your statement monthly. If it shows transfers that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after you receive the first statement showing an unauthorized transfer, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Error Resolution. Telephone us at 888.303.8298, or write to us at the address shown below as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement:

SECURITY BANK

600 N. Marienfeld, Ste 200

Midland TX 79701

Email: Contact Us

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. When you write to us, please

- Tell us your name and account number (if any).
- 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.
- Tell us the dollar amount of the suspected error.

If you tell us in person or by phone we may require that you write to us about it within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days 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 ten (10) business days, we are not required to provisionally credit your account.

If we decide that there was no error, we will send you a written explanation of our findings within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If a notice of error involves an electronic funds transfer that was initiated in a foreign location, the applicable time periods for action are twenty (20) business days in place of ten (10) business days, and ninety (90) calendar days in place of forty-five (45) calendar days.

Confidentiality. We will disclose information to third parties about your account or the transfers you make:

- To complete transfers;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- To comply with government agencies or court orders, or as permitted by law; or
- If you give us your written permission; or
- As otherwise provided in other agreements you have with us regarding your account(s).

Notices. All notices from us will be effective when we mail or deliver them to your last known address in our records. Notices from you will be effective when received by us at the addresses specified in this Agreement. We may change the terms and conditions for this product, and if so we will mail a notice to you at least thirty (30) days before the effective date of any change when required by law to do so. Use of Online Banking services are subject to existing regulations covering your designated accounts and any future changes to those regulations.

Enforcement. In the event that we bring a legal action to enforce this Agreement or to collect amounts you owe as a result of any transaction, you agree to pay the reasonable attorneys' fees and costs that we may incur, subject to any limits under applicable law.

Our Right to Terminate. We may terminate this Agreement without notice to you, which denies or limits your use of Online Banking, Bill Pay, Online Financial Management, and/or Mobile Deposit if we reasonably determine that the service(s) should be terminated. We can also terminate your access to Online Banking, Bill Pay, Online Financial Management, and/or Mobile Deposit if:

- You have insufficient funds in any one of your Bank accounts. Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- You or any authorized user of your Online Banking customer ID or PIN breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your Online Banking customer ID or PIN;
- We notify you or any other party to your designated account that we have canceled or will cancel this Agreement.
- You fail to comply with other agreements falling under the auspices of this Agreement such as but not limited to the Bill Payment Agreement and/or the Mobile Deposit User Agreement.

Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before we terminate your services. If we terminate your access to these services, you cannot reopen them unless you contact Customer Service (see the address in the next paragraph).

Your Rights to Terminate. You may terminate your use of the Online Banking , Bill Pay, Mobile Deposit, or Online Financial Management services at any time by calling 888.303.8298, or writing to us at Customer Service, SECURITY BANK, 600 N. Marienfeld, Ste 200, Midland, TX 79701. You must notify us at least ten (10) business days before the date on which you wish to have this service terminated. We may require that you put your request in writing. If you scheduled bill payments to occur within the ten (10) day period and do not want them to clear your account, you also must separately cancel those payments. If we have not completed processing your termination request and you have not otherwise canceled a payment, you will be responsible for the payments you initiated before termination.

#### OTHER PROVISIONS.

##### Funds Availability:

There may be a delay between the time a deposit is made and when those funds are available for withdrawal or transfer. You should review our Funds Availability Policy to determine the availability of deposited funds. We reserve the right to refuse to complete any Online Banking transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

##### Electronic Notice:

We may send notices to you by electronic mail (e-mail). You may use electronic mail (e-mail) to contact us about inquiries, maintenance and/or some problem resolution issues. Because e-mail may not be a secure method of

communication, we recommend that you not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone immediately. In these cases do not use e-mail. Instead call us at 888.303.8298.

#### New Services:

As we introduce improved or new online banking services from time to time, your use of these new services after these become available is your agreement to be bound by all terms and conditions applicable to them.

#### Ownership of Website:

The content, information and offers on our website are copyrighted by SECURITY BANK, and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

#### Governing Law:

This Agreement and our other agreements with you are governed by Texas law. Your existing account relationships will continue to be governed by the laws as disclosed in those account agreements.

#### Scope of Agreement:

This is our complete agreement with you for our Online Banking services. No other statement or information, including language in our website, is part of this Agreement.