

## **Internet Banking and Bill Payment Agreement**

Effective Date: July 19, 2010

Internet Banking Customer Service Department:

(972) 285-6311  
917 Military Parkway  
Mesquite, Texas 75149  
[customerservice@firststatebank.com](mailto:customerservice@firststatebank.com)

Please remember, email is an unsecured message, so do not include account numbers, social security numbers, or other sensitive information.

**PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE ENROLLING IN THE SERVICE OR INITIATING ANY TRANSACTIONS.**

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### **1. Scope of this Agreement**

This Agreement between you and First State Bank, 917 Military Pkwy, Mesquite, Texas 75149 governs your use of our Internet Banking (the "Service"). The Service permits our Members to perform a number of banking functions on accounts linked to the Service through the use of a personal computer and the Internet.

### **2. Accepting the Agreement**

After you have carefully read this Agreement in its entirety and the linked Privacy Notice, you will be asked to accept the terms and conditions of this Agreement.

You should print and/or save a copy of this Agreement for your records. To print, click the Internet Banking Policy link located on the bottom of our Home Page. If you need help printing or saving this document, or if you have any questions about this Agreement, please contact our Internet Banking Customer Service Department. Our contact information is listed at the top of this Agreement. You can obtain a paper copy of this Agreement at any time. Updates to this Agreement will be sent electronically as further described within this Agreement.

WHEN YOU CLICK ON THE "I ACCEPT" BUTTON BELOW, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY ACCEPTING, YOU ALSO CERTIFY THAT YOU ARE ABLE AND WILLING TO ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE "I DECLINE" BUTTON.

### **3. Definitions**

Agreement - means these terms and conditions of the Internet Banking and Bill Payment services. As used within this Agreement, "you" and "your" refer to the person enrolling in the Service, as well as any authorized users of the Service that such person allows, subject to the parameters of multiple user access as set forth within the application.

Bill Payment Service Provider - refers to the contractor or provider of our Bill Payment services, which is a sub-contractor of our Internet Banking Service Provider.

Billing Account - is the checking account from which all Service fees will be automatically debited.

Business Day Any calendar day other than Saturday, Sunday, or any holidays recognized by First State Bank. Bill payments are processed on all business days that both the Federal Reserve Bank and the US Postal System are operating and open for business.

Business Customer - Refers to anyone other than a Consumer who owns an Eligible account with respect to which the Service is requested primarily for business purposes.

Business Day Cutoff - First State Bank's primary banking offices are located in Mesquite and base our business day on the Central Daylight Time zone. For posting purposes, the bank will process all transactions completed by 5:00PM on that business date. Transactions completed after 5:00PM, including transfers, will be processed on the following business day. Cash Management service customers please reference your ODFI-ORIGINATOR AGREEMENT for Internet Banking ACH Origination / Cash Management.

Consumer - Refers to a natural person who owns an Eligible Account at this Financial Institution and who uses the Service primarily for personal, family, or household purposes.

Due Date - is the date reflected on your Biller statement for which the Bill Payment is due. It is not the late date or grace period.

Eligible Accounts - You must have an existing account relationship with this Institution to enable the Service. An Eligible Account means any one of your account(s) to which we may allow access through the Service under this Agreement. Only a checking account may be eligible for Bill Payment privileges. We may make additional accounts available for Bill Payment services from time to time as allowed by law or our Bill Payment Service Provider.

Eligible Consumer accounts must be titled in your name either individually or jointly. Eligible Business Customer accounts must be titled in your company's and/or its affiliate's name(s).

Authorized users with Bill Payment and transfer privileges should have withdrawal or signature authority over the relevant Eligible Account. When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any such account to cover any transaction and fees that are ultimately approved by or related to the Service.

Joint Accounts - If the accounts added to the Service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your Access ID and Password are authorized unless we have been notified to cancel the Service. If joint account holders use individual Access IDs, the Service may be identified as two separate Services.

Draft Payment - is a payment method similar to a check written by you on your Payment Account. Biller(s) should receive Draft Payments no later than the Scheduled Payment Date. Funds will be debited from your Payment Account by this Financial Institution after the Biller receives and processes the Draft Payment. As a result, we cannot control when your Payment Account will be debited for a Draft Payment.

Biller - is the person or entity to which you wish a Bill Payment to be directed or is the person or entity from which you receive electronic bills.

Payment Account - is the checking account from which Bill Payments will be debited.

Payment Instruction - is the information provided by you to the Service for a Bill Payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

Scheduled Payment - is a Bill Payment that has been scheduled through the Service but has not begun processing.

Scheduled Payment Date - is the day you want your Biller to receive your Bill Payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

Service - means the Internet Banking and the Bill Payment services offered by First State Bank through its Service Providers. As used in this Agreement, "we", "us" and "our" refer to this financial institution and/or its Service Providers, as the case may be.

Service Provider - includes any agent, licensor, independent contractor or subcontractor that this Financial Institution may involve in the provision of Internet Banking or Bill Payment services.

#### **4. Basic Internet Banking Services**

- The Basic Internet Banking Service currently offers the following features:
- Up to 24 months of complete Internet transactional detail and history
- Account Inquiries for balances, rates, etc.
- Up to 24 Months of Account Statements
- Transfers between your accounts at this Financial Institution
- Secure e-mails via the Service's messaging system
- Secure File Transfers
- View loan balances
- Payments to loans at this Financial Institution
- Stop payments on checks that you have written
- Transaction downloads for various financial software

Bill Payment services are available but may be revoked at our discretion. You can request Bill Payment privileges in the online enrollment process and/or you can add Bill Payment services at a later time by contacting our Internet Banking Customer Service Department. Bill Payment customers also have access to electronic bill presentment.

We may add or remove certain features and/or functionality available from time to time.

You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control.

#### **5. Other Basic Internet Banking Features**

##### **(A) Stop Payment Feature**

The stop payment feature within the Service is only for stopping payments on checks that you have written or for stopping pre-authorized electronic drafts that are deducted from your account. This feature is accessible under the "Accounts" tab menu of the Internet Banking Service and provides a means to securely forward your stop payment requests to us via e-mail for processing.

Stop payment requests received through the secure e-mail feature will generally be processed within one (1) Business Day. There is typically a stop payment fee associated with this feature. Additional terms of acceptance or disclosures may apply on the stop payment service and these disclosures will be made at the time you complete the request. Please refer to our Terms and Conditions located at [www.firststatebank.com](http://www.firststatebank.com)

**The stop payment feature within the Service should NOT be used to cancel transfers and Bill Payments.**

##### **(B) Secure Message**

Additional features within the Service include: secure message. The submission of requests, such as those for address changes, document requests, or check reorders, will generate a secure message to this financial institution. Generally, requests received through the Service's secure message feature will be processed within one (1) to two (2) Business Days. For urgent requests, we recommend that you contact our Internet Banking Customer Service Department.

#### **6. Commercial Internet Banking Services**

Additional online features may be made available for Business Customers. These features may be subject to additional terms and conditions.

- ACH Credit and Debit Origination
- Wire Transfer Requests
- Direct Deposit Originations

Customers interested in these additional services should contact us for additional information.

We may add or remove certain features and/or functionality from time-to-time.

## **7. Fees**

Basic Internet Banking Service: (view balances and account transfers) – No charge

Bill Pay Service: (pay your bills online through Internet Banking) – No charge

For Business Customers, additional charges will apply for services such as: ACH Origination or Wire Transfer Requests. These fees may vary and are subject to separate agreements.

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply.

You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

## **8. Requirements for Enrolling in the Service**

In order to enroll in the Service:

- You must have an Eligible Account with this Financial Institution.
- You must be a legal owner of any Payment Account registered for the Service.
- Your account with us must be in good standing.
- You must be 18 years of age or older.
- You must be a resident of the United States or its possessions.
- You must have a computer and current Internet browser that will support 128 bit encryption.
- You will need Internet access through an Internet service provider.
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You will also need an external email address for the delivery of electronic notices and disclosures.

Prior to enrolling in the Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Service and to retain a copy of this Agreement.

If we revise hardware and software requirements, and if there's a material chance that the changes may impact your ability to access the Service, we will notify you of these changes 30 days in advance and provide you an opportunity to cancel the Service and/or change your method of receiving disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

## **9. Enrollment Process**

You must complete the enrollment process to use the Service. You can enroll in any of our offices, contact us by phone or print the enrollment form accessible on our website and mail it to us at the address listed at the beginning of this Agreement.

When you enroll for the Service, you agree to provide true and accurate enrollment information. Our Internet Banking department will verify the information you submit for accuracy and proper authorizations. Upon approval you will receive an email notifying you that access has been granted.

Business Customers interested in the commercial features of the Service should contact us directly at (972) 285-6311 or send us a secure message through the Service.

## **10. Linked Accounts**

When you first enroll for the Basic Internet Banking Service we will link all of your designated Eligible Accounts to one Access ID. If you want to limit the accounts linked or the privileges assigned to an account, please contact us at (972) 285-6311 or send us a secure message through the Service.

Sole proprietors and Businesses should not link personal Consumer accounts to the Service.

### **11. Signature Requirements**

When any transfer or Payment Instruction is initiated through the Service, you agree that we may debit the designated accounts without requiring your signature on the item and without any notice to you.

### **12. Account Balances**

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day Cut-off time to be effective the same Business Day.

The balances within the Service are updated periodically and the Service will display the most current "as of" date on the "accounts" summary page. There may be situations that cause a delay in an update of your balances. The Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

### **13. Canceling or Changing Transfers**

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us via the Service; however, you can edit or change a transfer that is still "pending", meaning that it has not been processed.

In order to cancel or change a pending transfer that has not been submitted for processing, use the following procedures:

1. Log in and make edits to pending transfers.
2. Edits must be made before 5:00pm for transfers to be processed the same Business Day
3. You may edit a pre-scheduled (future dated/recurring) transfer anytime before 5:00pm on the Business Day before the scheduled transfer date.
4. If you accidentally transfer funds, you can schedule another transfer to move funds back to the original account.

For assistance, you can send us a secure message through the Service or call our Internet Banking Customer Service Department.

If you need our assistance on making edits to recurring/future dated transfers; you can send us a secure message through the Service; however, we must receive your request three (3) Business Days or more before the transaction is scheduled for processing. If you call, we may also require you to put your request in writing and get it to us within 14 days after the call.

### **14. Bill Payment and Transfer Limitations**

You may use the Service to check the balance of your Eligible Account (s) and to transfer funds among your Eligible Accounts at this Financial Institution. You must have sufficient funds in your account to cover the amount of any online transfers and Bill Payments on the scheduled payment date set for the transaction, or the transaction may not be processed. NSF and/or overdraft charges may be incurred if Bill Payments exceed your account balance.

Current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as Money Market and Savings Accounts. For these types of accounts, you may not make more than six (6) pre-authorized electronic transfers, which include computer initiated transfers, telephone transfers, checks, and point-of-sale transactions during a given monthly statement period. Transfers and Bill Payments authorized by personal computer through the Service are counted toward the six permitted monthly transfers. Bill Payments are considered third party transfers and are limited to three (3) transactions. Federal regulations currently place no limits on the number of transfers or Bill Payments from your Checking, therefore this financial institution currently limits the Bill Payment Service to only Checking Accounts.

## **15. Bill Payment Terms and Conditions – please see addendum A**

Our Bill Pay provider's terms and conditions can be located at the bottom of the Bill Pay access web pages. Please see addendum A for our Bill Payment provider's Terms and Conditions.

## **16. Privacy**

We understand how important privacy is to our members. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our privacy notice and the Bill Pay provider's privacy notice before completing the enrollment process for the Service. Our Privacy Policy can be located at the bottom of our web page at [www.firststatebank.com](http://www.firststatebank.com). Our Bill Pay provider's policy can be located at the bottom of the Bill Pay access web pages.

### **(A) Disclosure of Account Information to Third Parties**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- To consulting firms, in an aggregate non-personally identifiable format, for research and product improvement purposes only
- In order to comply with a governmental agency or court orders; or
- If you give us your written permission.

## **17. Internet Security**

The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Service, our Internet Banking department will verify your identity and authorization against information associated with the Eligible Account (s) that you request to be linked to the Service.

*Access IDs and Passwords* - One of the main security features protecting the Service is the unique combination of your Access Identification Code (Access ID) and Password. During the enrollment process, you will be asked to select a unique Access ID, and then choose a Password that will be used to gain access to the Service. You determine your own Password, which is encrypted in our database. Neither this Institution nor its Service Providers have access to this information. The Service will automatically deactivate your account after three unsuccessful login attempts within a 24-hour time frame. You may change your password online or you may contact this Institution for assistance.

Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a Password that is hard to guess.
- You should not use words based on your name, address or other personal information.
- Special characters may be used to increase security.
- Do **NOT** use dictionary words. The "Help" link within the Service will offer tips on choosing a secure Password that you can remember.
  - Keep your Password safe.
  - Memorize your Password and do **NOT** write it down.
  - You should also change your Password occasionally, such as every 90 days.
  - Passwords should not be shared among authorized users.
- A Password should be changed immediately if you suspect that your Password has been compromised. This can be done at any time from the "Options" tab after you log on to the Service.

NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS WILL CONTACT YOU VIA TELEPHONE OR EMAIL REQUESTING PERSONAL INFORMATION, YOU'RE ACCESS ID, OR YOU'RE PASSWORD. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS INFORMATION, PLEASE CONTACT US IMMEDIATELY.

*Encryption* – The Service uses the Secure Socket Layer (SSL) encryption technology to secure online banking and bill pay access. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption.

Whenever SSL is securing your communications, the browser will typically indicate this *secure session* by changing the appearance of a small icon of a padlock at the bottom or top of the screen from “open” to “locked”. What this means to you is that your communications are scrambled from your browser to our servers when SSL is securing the connection so no unauthorized party can read the information as it is carried over the Internet.

*Certificate Authority* - The servers hosting the Service have been certified by a Certificate Authority to assure you that you are actually talking to the Service instead of someone pretending to be us. If you are using an older browser, you may see that the Certificate Authorities key may have expired; you will need to update your browser. By clicking on the lock within the Service, you can view the certificate to ensure it's valid.

*Cookies* - During your use of the Service, our Internet banking Service Provider will pass an encrypted *cookie* to your computer in order to identify your computer during the session. This cookie enables us to process multiple transactions during the session without having to provide an Access ID and Password for each individual transaction. Users must accept this cookie to use the Service. This cookie does not contain any personal information; it simply provides another level of security for our Internet banking product. The cookie is stored on your computer's hard-drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account.

*Additional Security Guidelines:*

- All authorized users should sign-off after every Service session; however, online sessions will automatically end after fifteen (15) minutes of inactivity. This to protect you in case you accidentally leave your computer unattended after you log-in.
- The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore we recommend that you refrain from accessing the Service on a public computer.
- Routinely scan your computer, servers, and electronic media using a reliable virus detection product. Undetected or un-repaired viruses compromise the security of your access ID and passwords.
- Use a firewall product (hardware and/or software) to protect your computer from external internet threats
- Always update your computer operating system and browser for critical security related patches. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.

## **18. Your Password Responsibilities**

When you accept the terms and conditions of this Agreement, you agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all transfers and Bill Payments authorized using the Service. If you permit other persons to use the Service, your password, or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling (972) 285-6311 during customer service hours. You can also contact us by sending a secure message through the Service.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSWORD TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSWORD TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AND/OR AN AGGREGATION SERVICE PROVIDER).



In addition to the security features described above, there may be other security related notices posted on our website or the Service from time-to-time. It is your responsibility to read all security notices.

## **19. Provisions Applicable Only to Consumer and Sole Proprietors Deposit Accounts**

### **(A) Errors and Questions**

In case of errors or questions about your electronic transactions, you should notify us as soon as possible through one of the following methods:

For Bill Payments,

- Telephone us at 866-820-8035 during customer service hours
- Write to us at:  
First State Bank  
Attn:Customer Care  
560 Carillon Parkway  
St. Petersburg, FL 33716

For all other errors or questions,

- Telephone us at (972) 285-6311 during customer service hours;
- Contact us by using the secure messaging feature within the Service;

If you think your statement is incorrect or you need more information about an electronic transfer or Bill Pay transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name, Service account number(s), and Access ID;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. 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. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. 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. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

For errors regarding electronic transactions on new consumer accounts, we may take up to 90 days to investigate your complaint or question. We may take up to 20 Business Days to credit a new account for the amount you think is in error.

If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

### **(B) Consumer Liability for Unauthorized Transfers**

Tell us **AT ONCE** if you believe your Access ID or Password has been lost or stolen. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit if applicable).

If consumer customers tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your monthly account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60)

days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

### **(C). Our Liability for Failure to Complete Transactions**

The Service will use commercially reasonable efforts to make all your transfers and payments properly. However, we shall incur no liability and any Bill Payment Service Guarantee shall be void if the Service is unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Eligible Account(s) and/or Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the limit of your overdraft account (if applicable);
2. The Service and/or the payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller;
4. Your Eligible Account(s), including either your Payment Account or Billing Account, is closed;
5. If your computer, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transfer or Bill Payment;
6. It can be shown that the Biller received the Bill Payment within the normal delivery timeframe and failed to process the payment through no fault of ours;
7. The payment request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
8. We have reason to believe that a transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
9. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from any of your Eligible Account(s), or Payment Account, or causes funds from your Payment Account to be directed to a Biller, which does not comply with your Payment Instructions, this Financial Institution and its Service Providers shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

## **20. Additional Provisions Applicable Only To Business Customers**

### **(A) Protecting Your Account**

You understand that you are responsible for controlling access to the Service and for assigning access privileges to authorized users. You may request individual Access IDs, passwords, and privileges for each authorized user.

Business customers must inform this Institution of changes in authorized users.

Additional fees maybe assessed for each Access ID. You authorize us to act upon and you agree to be bound by any transaction, whether or not authorized, initiated with an Access ID and Password of an authorized user and accepted by us without further verification or inquiry.

You agree that we may send notices and other communications, including emails, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that this financial institution and its Service Providers will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business.

You agree to:

1. Require all authorized users to keep passwords secure and strictly confidential;

2. Immediately notify us and select a new password if you or your authorized users believe your password(s) may have become known to an unauthorized person.

We may suspend or cancel your password(s) even without receiving such notice from you, if we suspect your password is being used in an unauthorized or fraudulent manner.

**(B) Commercially Reasonable Security Procedures**

When you accept this Agreement and use the Service, you acknowledge and agree that the Service includes security measures which are commercially reasonable. You agree to be bound by our security procedures and instructions, which may be periodically updated. You agree to review and implement all security procedures available in connection with the Service, including procedures to protect the confidentiality of your Access IDs and passwords. You agree to notify this Financial Institution in the event that your use of the Service would necessitate or be better served by a level of security that exceeds that offered by the Service. If you fail to notify this Financial Institution, you acknowledge and agree that the security aspects of the Service are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

**(C) Errors and Questions**

In case of errors or questions about your transactions, you should as soon as possible notify us through one of the following methods:

1. Telephone us at (972) 285-6311 during customer service hours;
2. Contact us by using the secure messaging feature within the Service; and/or,
3. Write us at 917 Military Parkway, Mesquite, Texas 75149

**(D) Your Liability for Unauthorized Transfers**

You must notify us of errors, discrepancies, or possible unauthorized payments as soon as possible upon learning of the discrepancy. If you fail to notify us within sixty (60) days after you have received notice of an unauthorized or erroneous transfer or Bill Payment, this financial institution will not owe you any interest on the amount in question, even if we are otherwise liable to you in connection with the transaction.

THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS SHALL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR PASSWORD THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF ANY POSSIBLE UNAUTHORIZED USE AND WE HAVE NOT HAD A REASONABLE OPPORTUNITY TO ACT UPON THAT NOTICE.

If you fail to notify us of any discrepancy within one (1) year, you shall be precluded from asserting any such discrepancy against us.

**(E) Limitation of Institution Liability**

If this Financial Institution and/or its Service Providers fail or delay in making a payment pursuant to your Payment Instruction, or if we make a payment in an erroneous amount which is less than the amount per your Payment Instruction, unless otherwise required by law our liability shall be limited to interest on the amount which we failed to timely pay, calculated from the date on which the payment was to be made until the date it was actually made or you canceled the Payment Instruction.

We may pay such interest either to you or the intended recipient of the payment, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment in an erroneous amount which exceeds the amount per your Payment Instruction, or if we permit an unauthorized payment after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law our liability will be limited to a refund of the amount erroneously paid, plus interest thereon from the date of the payment to the date of the refund, but in no event to exceed sixty (60) days interest.

If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the financial institution is headquartered for each day interest is due, computed on the basis of a three hundred sixty (360) day year. UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL THIS FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL

DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES

## **21. Alterations and Amendments**

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you. Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, 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 applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

## **22. Electronic Disclosures**

We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include: monthly account statements, deposit account disclosures, notices regarding changes in account terms and fees, and privacy notices. The equipment necessary for accessing these types of disclosures electronically is described within this Agreement in Section 8.

WITH YOUR ACCEPTANCE BELOW, YOU AGREE TO ACCEPT THIS AGREEMENT AND OTHER INTERNET BANKING RELATED DISCLOSURES IN AN ELECTRONIC FORMAT. YOU ALSO AGREE THAT YOU HAVE THE NECESSARY EQUIPMENT FOR ACCESSING THE SERVICE AND FOR VIEWING ELECTRONIC DISCLOSURES.

You may change the method of delivery at any time (e.g., from electronic format to paper format) by contacting us at:

[customerservice@firststatebank.com](mailto:customerservice@firststatebank.com)

Please remember, email is an unsecured message, so do not include account numbers, social security numbers, or other sensitive information.

(972) 285-6311

Additional fees for paper copies of account statements may be imposed depending on the type of account you have and/or the reason and frequency of your requests for paper copies.

It is your responsibility to print or save a copy of all disclosures delivered electronically.

## **23. Address, E-mail, or Payment Account Changes**

When you enroll in the Service, we may send you a "Welcome" e-mail. We will also send you e-mails and/or secure messages through the Service regarding important Internet Banking and Bill Payment matters and/or changes to this Agreement. You must provide us your current e-mail address in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, and phone numbers and e-mail addresses. Changes can be made either within the Service or by contacting our Customer Service Department at (972) 285-6311, or by mail to 917 Military Parkway, Mesquite, Texas 75149.

Any changes in your Payment Account should also be made in accordance with the procedures outlined above.

We are not responsible for any Bill Payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

## **24. Service Termination, Cancellation, or Suspension**

In the event you wish to cancel the Service, please contact our customer service department or send us a secure message through the Service.

Any Bill Payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Bill Payments including recurring payments will not be processed once the Service is cancelled. You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Internet Banking or Bill Payment activity for a period of 6 consecutive months, accessibility could be terminated.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Internet Banking Department.

## **25. Exclusions of Warranties and Limitation of Damages**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOT WITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER. THIS FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE, NOR WILL WE BE RESPONSIBLE FOR ANY COMPUTER VIRUS THAT AFFECTS YOUR COMPUTER OR SOFTWARE WHILE USING OUR SERVICE.

THE FOREGOING SHALL CONSTITUTE THE FINANCIAL INSTITUTION'S AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THIS FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE SERVICE.

## **26. Assignment**

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

## **27. No Waiver**

This Financial Institution and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission 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.

## **28. Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

## **29. Disputes**

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement

of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees, of this financial institution, and/or its Service Providers, say and the terms of this Agreement, the terms of this Agreement will prevail.

**30. Waiver of Trial by Jury**

The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. This provision is a material inducement for the parties entering this Agreement.

**31. Ownership of Material**

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by First State Bank and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

**32. Governing Law and Relation to Other Agreements**

Accounts and services provided by this Financial Institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Texas, without regard to its conflicts of laws provisions; provided, however, that any dispute solely between you and our Bill Payment Service Provider shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions.

## Addendum A

As of July 19, 2010

# TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE

## SERVICE DEFINITIONS

"Service" means the bill payment service offered by Bill Pay through First State Bank.

"Agreement" means these terms and conditions of the bill payment service.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

## PAYMENT SCHEDULING

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

## THE SERVICE GUARANTEE

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

## PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,



4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

## **PAYMENT METHODS**

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

## **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

## **STOP PAYMENT REQUESTS**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

## **PROHIBITED PAYMENTS**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

## **EXCEPTION PAYMENTS**

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

## **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your

account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

## **EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **PASSWORD AND SECURITY**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 866-820-8035 during customer service hours.

## **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

## **ERRORS AND QUESTIONS**

In case of errors or questions about your transactions, you should notify us as soon as possible via one of the following:

1. Telephone us at 866-820-8035 during customer service hours;
2. Write us at:

First State Bank  
C/O PSCU Financial Services  
560 Carillon Parkway  
St. Petersburg, FL 33716

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. 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. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

## **SERVICE FEES AND ADDITIONAL CHARGES**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

## **FAILED OR RETURNED TRANSACTIONS**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

## **ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

## **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

## **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 866-820-8035 during customer service hours; and/or
2. Write us at:

First State Bank  
C/O PSCU Financial Services  
560 Carillon Parkway  
St. Petersburg, FL 33716

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

#### **BILLER LIMITATION**

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

#### **RETURNED PAYMENTS**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

#### **INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

#### **DISPUTES**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

#### **ASSIGNMENT**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

#### **NO WAIVER**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service 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.

#### **CAPTIONS**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

#### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.



**Proceed with Enrollment for the Service.**

By clicking on the "I Accept" button below you represent that you are the owner of an Eligible Account to be enrolled in the Service and/or have been authorized by the owner to enroll for the Service. Clicking on the "I Accept" button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format.

(If you do not agree, choose "I Decline" below.)

If you click "I Decline" you can still enroll at a later time by contacting us for re-enrollment. You will still be asked to accept the terms and conditions of this Agreement.