

## FNB Web Banking ® Online Agreement

### The Service

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This Online Banking Agreement (the "Agreement") governs the collective use of online web banking services (the "Service") which includes FNB Web Banking®; FNB Web Banking® for Business; My Bill Pay; My Mobi; My Text together to be provided by First National Bank, Edinburg, Texas, ("BANK" "we" "us" "our") to its consumer and business customers, as described from time to time in information distributed by the BANK to its customers. For purposes of this Agreement, "consumer" shall mean any natural person that opens an account with the BANK for personal, family or household purposes and "business" shall mean any natural person that opens an account with the BANK for business purposes. In this Agreement, "Customer" refers to the consumers or businesses subscribing to or using the Service ("Customer" "you" "your"). The subject headings are only for the reader's assistance and are not intended to be part of the Agreement.

### Accepting the Agreement

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Access to the Service is reserved for authorized users only. Any unauthorized entry or attempt to enter is strictly forbidden and will result in prosecution to the maximum extent allowable by applicable law. By using, or authorizing another to use, the Service in any way, you and any authorized users, agree to be bound to the following terms and conditions of this Agreement.

### Uses and Limitations of the Service

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You may use a personal computer or similarly capable personal computing device, including mobile devices ("Personal Computing Devices") along with an Internet connection, a user code and password to access the Service. For purposes of this Agreement, the "Primary Web Interface" to the Service is that website interface which is generally available on the internet using a standard desktop computer, internet access and supported internet browser software (see "Equipment and Software"). Certain availability and functionality of the Service may be limited to the Primary Web Interface. For purposes of this Agreement, Accounts are those designated bank accounts to which you are authorized to access and which have been linked to your user code and are available to you through the Service.

You may use the Service to:

- View current balance information for your linked accounts.
- Review available transactions for your linked accounts.
- Obtain statements and/or available notices on your accounts.
- Transfer funds between your linked accounts on either a one-time or recurring basis.
- Perform online bill payment activities.
- Perform self-service account maintenance such as re-ordering checks, stopping payment on checks, changing address and phone, and changing your user code and Password.
- Send us secure online mail messages and questions regarding the Service.

Some features and functionality of the Service may not be available for certain accounts or customers.

We may, from time to time, introduce new features to the Service or eliminate features from the Service. Updates regarding available functionality will be made available on our website.

### Equipment and Software

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You agree and understand that you are solely responsible for acquiring and maintaining a Personal Computing Device (and any ancillary equipment) that can handle and access the Service, and that you are responsible for all costs and any ongoing fees associated with accessing and utilizing the Service. We are not responsible for errors or delays or your inability to access the Service caused by your equipment. We are not responsible for the cost of upgrading equipment to stay current with the Service nor are we responsible, under any circumstances, for any damage to your equipment or the data that resides thereon. You are solely responsible for monitoring the security status of your Personal Computing Devices and perform proper installation and maintenance of all system software including but not limited to all security updates and patches according to your system vendor recommendations. It is highly recommended that you utilize the most up-to-date version of your preferred internet browser software for accessing the Service and that you monitor and maintain adequate security hardware and/or software such as firewall, anti-virus, anti-spyware and related applications as well as perform regular system monitoring and scanning according to your system vendor recommendations.

### Your User Code and Password Responsibilities

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Security of the Service and of your transactions is important to us. Use of the Service therefore requires a user code and password as well as additional security measures as deemed appropriate by the BANK. If you lose or forget your user code or password, you must immediately call **Customer Service** during normal business hours at **Toll Free: 1(877)380-8573** to report such loss. Each authorized consumer or Business will be assigned a user code and Password to access their account via the Service. Standard retail users (consumer only) will be assigned a unique user code and Password. For Businesses, the user code and Password may be shared among all their Authorized Users. For such Business Access, each Authorized User within the Business will be assigned a unique Cash Management ID and Password to access their Account via the Service. Additional security measures may be implemented on your access to the Service as deemed appropriate by the BANK. The required length and complexity of your chosen Password must meet security requirements set forth by the BANK concerning the Service. Password requirements may be changed from time to time at our sole discretion and you may be required to change your password periodically to further enhance security of the Service. You agree that if you give your user code and password to someone else, you are authorizing them to act on your behalf, and we may accept as authentic any instructions they give us to make transfers, payments or otherwise use the Service. Unless otherwise notified by you, we will assume that anyone using your user code and password to access the Service and perform authorized transactions through the Service is acting with your knowledge and consent. We may accept as authentic any instructions given to us through the use of your user code or password. You agree to keep your user code and password secret and

to notify us immediately if your user code or password is lost or stolen or if you believe someone else has discovered your user code or password by contacting **Customer Service** during normal business hours at **Toll Free: 1(877)380-8573**.

Do not discuss, compare, or share information about your Account number(s) with anyone unless you are willing to give him or her full use of your rights under this Agreement. If you furnish your password and grant actual authority to make transfers or payments to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers and/or Payments unless you immediately notify us that transfers and/or Payments by that person are no longer authorized. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to but are not obligated to: (1) monitor and/or record all communications and activity related to the Service; and (2) require verification of all requested transfers and Payments in the manner we deem appropriate before making the transfer and/or Payment (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your user code or password was used in connection with a particular transaction. If any unauthorized use of your user code or password occurs you agree to: (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds. **WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN USER CODES OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.**

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### **Transfers and Electronic Bill Payments: Usage, Scheduling and Delivery of Payments**

Electronic Bill Pay is a feature of the Service that allows you to make payments online directly from your applicable account(s) both on a one-time basis and optionally scheduled to repeat on a specific cycle ("Recurring"). Transfers represent a method for you to move funds from one Account to another. Although you can enter Payment and Transfer information through the Service twenty-four (24) hours a day, seven (7) days a week, Payments and Transfers will only be initiated on standard Business Days (See "Business Days/Hours of Operation").

Payments and Transfers may be scheduled to be initiated on the current business day, on a future date, or on the same date of each month (See "Recurring Transfers and/or Payments"), subject to applicable cutoff times and the restrictions of this Agreement and any other agreements between you and the BANK. Payments created and/or scheduled through the Bill Payment System, must be set up 7 to 10 days prior to Payment date. Payments will be posted against your available balance for withdrawal, as defined in the Bank's Fund Availability Disclosure according to the method used to process the payment. Standard payment methods can include mailing your Payee a paper check, or by electronic funds transfer, including the use of the Automated Clearing House ("ACH") system or by other means. The method for your payment may change over time since Payees are routinely converted from paper check to electronic payment methods during regular system updates.

Because of the time required to send your Payment to a given Payee, your Payees generally will not receive Payment on the date it is created or scheduled otherwise known as the "Transaction Date". This is true regardless of whether the Payment is a next-day Payment, a future Payment, or a recurring Payment as described below. Therefore, in order to provide sufficient time for Payments to be received by your Payees, the Transaction Date should be prior to the date your Payment is due, excluding any applicable grace periods (the "Due Date"). It is advisable to allow additional time for a Payment to be completed the first time you send a Payment to a Payee through the Service, in order to allow the Payee to adjust to the new form of payment.

Payments and transfers must be scheduled by the cut-off time of 6:00 p.m. (CST) on any business day in order for the Payment and/or transfer to be initiated for that Business Day. The cutoff time for all transfers is 6:00 p.m. (CST). Funds transfers will be deducted from your Account on the Business Day on which the transfer is to be initiated ("Transaction Date"). Scheduled Transfers or Payments that fall on a Saturday will be initiated and potentially deducted from your account the previous Business Day. Scheduled Transfers or Payments that fall on a Sunday will be initiated and potentially deducted from your account the following Business Day.

Payments sent via Check will clear to your balance when submitted for payment by the Payee. Payments sent electronically (ACH) will clear the next Business Day. One-time or recurring Transfers from a Savings or Money Market account to another account by preauthorized, automatic, telephone, or computer transfer are limited to six per month with no transfers by check, debit card, electronic payments or similar order to third parties.

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### **Electronic Bill Pay Vendor List**

For the purpose of making online bill payments, Payees must be individually added to your list of available Payees utilizing the Primary Web Interface to the Service. You may include all utility companies, merchants, financial institutions, insurance companies, or any other companies or individuals whom you wish to pay through online bill payment offered by the Service on your list of available Payees. To make a Payee available for bill payment you must include the complete mailing address, telephone number and your account number for each Payee. After setup, it is your responsibility to verify that the Payee was actually added to your Payee list. You can do this by clicking on "Payees" under the Bill Payment tab and verifying the information is shown correctly. We reserve the absolute right, in our sole discretion, to decline to make Payments to any or all Payees.

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### **Recurring Transfers and/or Payments**

Recurring Transfers and/or Payments are those made for the same amount and are made at regular intervals on a weekly, bi-monthly, monthly basis, etc. Once the schedule has started, recurring Transfers and/or Payments will be made automatically until you delete or edit the Transfer and/or Payment from your list of payees or transfers. Recurring Transfers or Payments that fall on a Saturday will be initiated and potentially deducted from your account the previous Business Day. Recurring Transfers or Payments that fall on a Sunday will be initiated and potentially deducted from your account the following Business Day.

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### **Stop Payments**

**ACH Stop Payments:** If you would like to place a stop payment on an ACH (Automated Clearing House)/electronic transaction item or an item processed through our bill payment feature, whether it was processed as an ACH (Automated Clearing House)/electronic transaction or paper check, please visit a local branch or contact Customer Service at 1-877-380-8573.

To be effective a Stop Payment Order must be received in time to allow First National Bank a reasonable opportunity to act on it, and for some ACH debits must be received at least 3 banking days before the scheduled date of transfer. If the payment is by check, OR IF THE PAYMENT IS BY ACH DEBIT AND FIRST NATIONAL BANK GIVES NOTICE AT THE TIME AN ORAL STOP PAYMENT ORDER IS RECEIVED THAT WRITTEN CONFIRMATION IS REQUIRED AND PROVIDES AN ADDRESS WHERE THE WRITTEN CONFIRMATION CAN BE SENT, an oral Stop Payment Order is effective for 14 calendar days only, unless confirmation in writing is received within the 14 day period. With respect to ACH debits, First National Bank and the undersigned agree to abide by the ACH rules and regulations regarding Stop Payments Orders. If the request is honored, First National Bank has no resultant liability or responsibility to any Originator, Originating Depository Financial Institution (ODFI), or other person having any interest in the entry.

**Check Stop Payments:** A customer or any person authorized to draw on the account if there is more than one person may stop payment of any item drawn on the customer's account or close the account by an order to the bank describing the item or account with reasonable certainty received at a time and in a manner that affords the bank a reasonable opportunity to act on it before any action by the bank with the respect to the item. If the signature of more than one person is required to draw on the account, any of these persons may stop payment or close the account. A stop payment order is effective for 6 months, but it lapses after 14 calendar days if the original order was oral and was not confirmed in writing within that period. A stop payment order may be renewed for an additional 6 month period by submitting an additional stop payment request. The burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a stop payment order or order to close an account is on the customer.

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### **File Transmission Cut Off**

If submitting a file transmission for, but not limited to, EFTPS Tax Payments, ACH, and/or Positive Pay, the file must be transmitted for same day processing by 4:00 pm (CST) and successfully received by the bank. Any electronic files submitted after this deadline will be processed the next day. The bank is not responsible for fees, penalties, or interest due to late transmission beyond the banks control.

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### **Canceling a Transfer and/or Payment**

Necessary actions to cancel a scheduled payment or transfer must be initiated and completed using the Primary Web Interface to the Service on a Business Day at least 24 hours prior to Transaction Date. (See "Business Days/Hours of Operation"). There is no fee for canceling the Transfer and/or Payment online. If you do not use the Primary Web Interface to cancel a scheduled Transfer and/or Payment, you must request that we cancel the Transfer/and or Payment on a Business Day at least 24 hours prior to scheduled Transfer and/or Payment date. (Applicable Fees may be applied). The same daily cutoff times apply to cancellations as apply to creating and/or scheduling of Transfers or Payments. (See "Business Days/Hours of Operation").

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### **Fees**

Fees for the Service shall be payable in accordance with a schedule of charges as established and amended by the BANK from time to time. If applicable, you authorize us to automatically deduct the charges from your Account, and the BANK shall provide to Customer monthly notice of such debit(s) on the periodic statement. In addition, you authorize us to deduct amounts from your Account required by court orders or other legal process to which we are subject, including, without limitation, writs of garnishment, turnover orders, and other similar orders and instructions from courts.

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### **Additional Security Features**

Additional Security Features are available for FNB Web Banking® For Business.

- IP (Internet Protocol) Address Restriction - allows a company to designate the authorized IP address from which end-user(s) may access. Any IP Address not provided will be restricted from accessing FNB Web Banking® For Business.
- Time Restrict - allows a company to designate specific times and day's end-user(s) may access FNB Web Banking® For Business.
- Secure Token – provides an additional layer of security and is used in conjunction with a user ID and password. Secure Tokens are required for all FNB Web Banking® For Business customers using ACH, Wire Transfers, and Remote Deposit Capture.

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### **Business Days/Hours of Operation**

Our business hours are from 8:00 a.m. to 6:00 p.m. (CST), Monday through Friday and 9:00 a.m. to 1:00 p.m. (CST) Saturdays, except bank holidays. Although Payments and transfers can be completed only on Business Days, the Service is available 24 hours, seven days a week, except during maintenance periods, for the scheduling of Transfers or electronic Payments.

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### **Children Protection Online**

First National Bank does not knowingly market to or solicit information from children under 13 without parental consent. We recognize that protecting children's identities and privacy online is important and that the responsibility to do so rests with both the online industry and with parents.

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### **Authorization to Obtain Information**

You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit-reporting agency. You also agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your Payments.

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### **Security Procedures**

By accessing the Service, you hereby acknowledge that you will be entering a protected web site owned by the BANK, which may be used for authorized purposes only. The BANK may monitor and audit use of the Service, and all persons using the Service consent to such monitoring and are advised that if such monitoring reveals evidence of possible abuse or criminal activity, such evidence may be provided to appropriate law enforcement officials. Unauthorized attempts to upload or change information, or otherwise cause damage, on this Service are strictly prohibited and may be punishable by law, including the Computer Fraud and Abuse Act of 1986.

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### **Termination**

We reserve the right to terminate your use of the Service, in whole or in part, in our sole discretion, at any time with or without

cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated) to immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. If you want to terminate your access to the Service, we must receive written notification by you. You may notify us in person by visiting any of our banking centers or send termination requests to:

First National Bank Web Banking Department P.O. Box 810 Edinburg, Texas 78540-0810

We also reserve the right to temporarily suspend the Service in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of the security system has occurred or is being attempted. We may consider repeated incorrect attempts to enter your user code or password as an indication of an attempted security breach. Termination of the Service does not affect your obligations under this Agreement with respect to occurrences before termination or cooperation after termination.

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### **Your Warranties and Liabilities**

YOU REPRESENT AND WARRANT THAT ALL OF THE PERSONALLY IDENTIFIABLE INFORMATION PROVIDED BY YOU IS TRUE, CORRECT AND COMPLETE. PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS. WE RESERVE THE RIGHT TO REFUSE TO ALLOW YOU TO USE THE SERVICE IN OUR SOLE DISCRETION.

BY ACCEPTING USE OF THIS SERVICE, YOU THEREBY INDICATE YOUR CONSENT TO THESE TERMS AND ACKNOWLEDGE YOUR RECEIPT AND UNDERSTANDING OF THIS DISCLOSURE. BY ACCEPTING USE OF THIS SERVICE, YOU ALSO AFFIRMATIVELY CONSENT AND AGREE TO PERMIT THE BANK AND ITS SUCCESSORS AND ASSIGNS TO ENTER INTO TRANSACTIONS INVOLVING "ELECTRONIC RECORDS" AND "ELECTRONIC MEANS," AS THOSE TERMS ARE DEFINED IN THE TEXAS UNIFORM ELECTRONIC TRANSACTIONS ACT (TEX. BUS. & COM. CODE § 43.007) AND SECTION 7001 OF THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT (15 U.S.C. § 7001), THAT YOU AGREE ARE TRANSFERABLE RECORDS.

BY ACCEPTING USE OF THIS SERVICE, YOU THEREBY CONFIRM THAT YOU HAVE ACCESS TO THE APPROPRIATE HARDWARE AND SOFTWARE NEEDED TO ACCESS AND RETAIN ELECTRONIC DISCLOSURES AND/OR NOTICES AND YOU UNDERSTAND HOW TO ACCESS SUCH INFORMATION.

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### **BANK's Liability On The Service Provided**

EXCEPT AS OTHERWISE EXPRESSLY AGREED HEREIN, IN NO EVENT WILL WE, OUR AFFILIATES, SERVICE PROVIDERS, EMPLOYEES, AGENTS OR CONTRACTORS BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OR LOSSES RESULTING FROM OR CAUSED BY YOUR USE OF, OR INABILITY TO USE, THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL OF OUR LIABILITY, AND THE LIABILITY OF OUR AFFILIATES, SERVICE PROVIDERS, EMPLOYEES, AGENTS OR CONTRACTORS, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR DAMAGES CAUSED, OR ALLEGEDLY CAUSED, BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY, VIRUS, COMMUNICATION, LINE FAILURE, OR THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF OR USE OF ANY FILE, WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE STRICTLY LIMITED TO THE AMOUNT OF FEES WE HAVE COLLECTED FROM YOU IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO YOUR CAUSE OF ACTION. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICE, WHICH IS PROVIDED "AS IS," OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR BY LAW, WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGE, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE SERVICE OR THE USE THEREOF OR ARISING IN ANY WAY OUT OF THE INSTALLATION, OPERATION, OR MAINTENANCE OF YOUR PC EQUIPMENT.

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### **Entire Agreement**

This Agreement, any agreements related to your Accounts and accompanying disclosures, if any, set forth the entire understanding and agreement between you and us with respect to the subject matter hereof and supersede any prior or contemporaneous understandings or agreements with respect to such subject matter, except to the extent that prior agreements are incorporated by reference herein.

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### **Severability**

In the event that any provision of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the other provisions of this Agreement and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

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### **Waiver**

The failure and delay of the BANK to strictly enforce the terms of this Agreement shall not be a waiver of the BANK's right to do so. The BANK can only waive a right under this Agreement if the waiver is in writing, identifies the right being waived, and is signed by the BANK.

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### **Indemnification**

Customer, in consideration of being allowed access to the Service, agrees to indemnify and hold the BANK harmless for any losses or damages to the BANK resulting from the use of the Service, to the extent allowed by applicable law.

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### **Governing Law**

The laws of the state of Texas shall govern this Agreement and all transactions hereunder, without giving effect to any conflict of laws rule or principle that might result in the application of the laws of another jurisdiction. The exclusive venue for any disputes related to the Service shall be in Hidalgo County, Texas. Customer acknowledges that he/she has reviewed this Customer Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.