

First State Bank Online Banking Agreement & Disclosures

Last updated August 7, 2019

I. General Description of Agreement

A. What the Agreement Covers

Please read the following terms and conditions carefully. This Online Banking Agreement and Disclosure ("Agreement") contain terms and conditions governing use of online banking services known as Online Banking Services ("Online Banking Services"). If I am using Online Banking Services solely for business purposes, certain provisions of this Agreement will not apply to me because such provisions only apply to Bank's customers who establish accounts primarily for personal, family or household purposes ("Consumer Customers"). Online Banking Services provides access to my Deposit Account(s), and any other Bank accounts via the Internet, and, for certain Online Banking Services, via a Mobile Device that allows text messaging, or a mobile phone, mobile device, or wearable device equipped with an Internet web browser (see Section IV.C. below).

This Agreement also includes certain disclosures required by the Electronic Funds Transfer Act ("Act") and Bureau of Consumer Financial Protection ("Bureau") Regulation E regarding Consumer Customer Deposit Accounts (see Section VI below). These provisions apply to me if I am a Consumer Customer. By accepting this Agreement, I also understand I may be given an option to receive all the disclosures required pursuant to the Act or Regulation E in electronic form (see Section IV.B. and Section VIII below).

This Agreement also includes our Electronic Statement Disclosure Agreement as required by the Electronic Signatures in Global and National Commerce Act (E-Sign Act") regarding electronic delivery of certain disclosures and notices to you in paper form, in lieu of paper form, including delivery of statements (e-statements) for your First State Bank deposit account(s). These provisions apply to me if I am a Consumer Customer. Acceptance of this Online Banking Agreement & Disclosures, does not enroll you in e-Statements and does not serve as your consent to receive disclosures and notices electronically. If you have previously enrolled in e-statements with First State Bank, you will be notified of changes to the Electronic Communication Disclosure Agreement by changes to the disclosure within this document, the Online Banking Agreement & Disclosures. Acceptance of Online Banking Agreement & Disclosures, shall serve as your acceptance of any changes to our Electronic Communication Disclosure Agreement.

B. Review and Acceptance of Agreement

By utilizing the First State Bank's Online Banking Services, I agree to the terms and conditions stated below and all terms, conditions and disclosures provided to me regarding these services and my Deposit Account(s). I agree to have a legal and/or moral obligation by these terms and conditions and accept them in full. These terms may be modified by the First State Bank at the Bank's discretion, and notification of such will be provided at my next login to an Online Banking Service. The Bank recommends that I print a copy of this Agreement for my records.

C. Relation to Other First State Bank Agreements

My Deposit Account(s), Loan Account(s) or any other accounts accessed through Online Banking Services continue to be governed by any applicable depository, loan, or other agreement. I understand that my execution of this Agreement does not alter any terms and conditions of other agreements governing my Bank accounts unless expressly altered herein. In addition, the use of the Website is governed by the "Terms of Use" for the First State Bank Site ("First State Bank Site" is defined below). The First State Bank Privacy Notice provides the information required under the Bureau's Regulation P concerning customer privacy, and I understand that Bank may initiate communications to me via mail, email, and short message service ("SMS") text messaging for any purpose within the limits of Bank's Privacy Notice and this Agreement. I understand that the website Terms of Use and the Privacy Notice are available for my review at www.fsbwise.com, and I acknowledge that I should read and understand these related agreements and statements before I use Online Banking Services.

D. Compliance with all Laws

I AGREE NOT TO USE ONLINE BANKING SERVICES TO INITIATE ANY TRANSACTIONS THAT VIOLATE ANY LAWS OF THE STATE OF TEXAS OR THE UNITED STATES. I understand that it is my responsibility to use Online Banking Services in compliance with all applicable laws, rules and regulations, including, without limitation, any export controls, including, but not limited to my responsibility to comply with control by the United States of the export of products and information containing encryption technology. I acknowledge and agree that I must comply with such export control laws and I agree not to export or re-export any encryption technology related to or within Online Banking Services to countries or persons prohibited under applicable law. By using the Online Banking Services, I represent that I am not in a country where such export is prohibited. This paragraph shall not be construed to mean, and Bank hereby disclaims any such representation, that any content or use of the Online Banking Services is appropriate or available for use in locations outside of the United States. Accessing the Online Banking Services from locations where its contents or use is illegal is prohibited by Bank. If I choose to access the Online Banking Services from locations outside the United States, I

understand that I do so at my own risk and that I am responsible for compliance with any applicable local laws.

E. Definitions

In addition to those terms defined within the body of this Agreement, the terms listed below have defined meanings for the purposes of this Agreement:

"Account(s)" means the checking, savings, money market, certificates of deposit, and/or individual retirement accounts that I have established at Bank.

"Available Balance" means the balance in my Deposit Account after deducting (1) deposits that are not yet eligible for withdrawal under First State Bank's funds availability rules, (2) debit card or other transactions that First State Bank is legally obligated to pay or has already paid out in cash, (3) other pending transactions such as Automated Clearing House ("ACH") transactions, (4) any funds that are subject to final payment, and (5) any holds on my Deposit Account, such as holds on funds to comply with court orders or other legal requirements.

"Bank" and "First State Bank" is the depository institution holding my accounts accessed and providing Online Banking Services under this Agreement.

"Bill Payment Services," "Bill Payment," or "Payment(s)" means the online or mobile services by which I direct Bank to debit my account(s) and transfer funds to a Payee.

"Business Day(s)" means any day excluding Saturday, Sunday and legal Bank holidays.

"Check" means any written order to pay a specific amount of money drawn on, payable through or at, or processed by, a bank or other depository institution. If a check is sent or returned as an electronic image or as a Substitute Check, it is still considered a check.

"Consumer Customer" means a natural person who establishes a Deposit, Loan or other Account primarily for personal, family, or household purposes.

"Debit Card" refers to my First State Bank ATM Card, Personal Debit Card, Health Savings Account Debit Card, or Business Debit Card.

"Deposit Account(s)" means the checking, savings, money market, certificates of deposit, and/or individual retirement accounts that I have established at Bank.

"Electronic Funds Transfer" or "Transfer" means any transfer of funds initiated through Online Banking Services for the purpose of ordering, instructing, or authorizing Bank to debit or credit any of my Deposit Account(s).

"I," "me," "my," and "myself" refers to each First State Bank Account holder and to each person who uses Online Banking Services for that account with the Account holder's permission.

"Loan Account(s)" means any loan or line-of-credit accounts that I have with Bank.

"Mobile Banking Services" means the Online Banking Service that allows me to perform certain of the Online Banking Services as described in Section IV.C. below via my Mobile Device.

"Mobile Device" means a mobile telephone, tablet, wearable device, or other mobile device capable of sending and receiving SMS text messages and/or accessing the Internet via a web browser.

"Online Banking Services" means the online banking services provided to customers by Bank as described in Section II.

"Payee" means any individual, business, or other entity that I designate for transfer of funds or Bill Payment, and who Bank accepts as Payee.

"Schedule" refers to any document specifying rates, fees or transaction limits pertaining to the Account in question, including, but not limited to, a Truth in Savings, Time Certificate of Deposit, Confirmation of Time Deposit, or any schedule setting forth First State Bank fees, limits, or both.

"Site" or "Website" means the First State Bank website located at www.fsbwise.com.

"Substitute Check" means a paper reproduction of an original check with an accurate, legible image of the front and back of the original check, and that conforms to standards established by the Federal Reserve Board.

"Transaction(s)" means any action I initiate, request or conduct using Online Banking Services, including but not limited to any Electronic Funds Transfers.

Additional definitions regarding Mobile Deposit terms are contained in Section V (Mobile Deposits).

II. Description of Online Banking Services

Online Banking Services may include:

- Account balance and transaction display, account statements, check copies, and I.R.S. forms 1098 and 1099 related to interest reporting

- Internal funds transfers
- Making loan payments
- Bill Pay and PopMoney
- Placing stop payments
- Other, additional services offered by First State Bank

III. Using Online Banking Services

A. System Requirements

Online Banking System Requirements

Supported Browsers

- Windows 7
 - Internet Explorer 11
 - Chrome – Latest stable
 - Firefox – Latest stable
- Windows 10
 - Internet Explorer
 - Chrome – Latest stable
 - Firefox – Latest stable
- Mac OSX – Latest stable
 - Safari – Latest stable

Online Mobile Banking System Requirements

The Mobiliti product supports the Tier 1 carriers in the U.S., including:

- AT&T
- Verizon
- Sprint
- T-Mobile

Supported Online Stores

- iTunes App Stores (Apple App Store)
- Google Play (Android App Store)

B. Security and Passwords

First State Bank requires a password with a minimum of 8 characters and a maximum of 17 characters. Passwords must contain at least one special character. For security purposes, First State Bank advises users to change their password at least semi-annually.

C. Online Banking Services Hours and Availability

Customers may contact Online Banking Support during normal banking hours at any branch or by calling 940-683-6300.

IV. Details Regarding Online Banking Services

A. Bill Payment Services

Refer to the Bill Pay Terms of Service.

B. Pop Money Services

Refer to the Pop Money Terms of Service.

V. Mobile Deposits

A. Funds Availability Policy Disclosure

Refer to our current Funds Availability Disclosure Policy.

B. Information Regarding Mobile Deposits

Should I desire to utilize Mobile Deposits (Bank's remote deposit capture services), I may do so from within the First State Bank Mobile Banking App. Should the Mobile Deposit feature not be accessible from within my App, I must request such services from Bank either in person, via telephone or via secure message from within Online Banking. I understand that I must have access via Bank's (or Bank's third-party vendor's) mobile device Processing Software. Such Processing Software is required to enable me to generate Electronic Checks of Original Checks that comply with applicable Standards.

I understand that Bank retains the ability to either approve or deny my use of Mobile Deposits in Bank's sole and absolute discretion. If Bank allows me to use the Mobile Deposits, then by using such services, I agree to the provisions set forth in this Agreement, I agree to pay any fees that Bank may charge in conjunction with such Mobile Deposits (as set forth in Bank's Fee Schedule) and I understand and agree that the meanings of the defined terms set forth in this section are applicable both to this Agreement and the Documentation (as defined below) made available to me by Bank for use with the Mobile Deposits. If any capitalized term defined below is used in Federal Reserve Board's Regulation CC (Vol. 12 of the U.S. Code of Federal Regulations, part 229) promulgated to comply with Check 21, as it may be amended, substituted for, or recodified from time to time ("Reg. CC"), then such term generally shall have the meaning assigned to it in Reg. CC. To the extent that any of the defined terms in this Agreement or in the Documentation use a term not defined herein but otherwise defined in Reg. CC, then such definition also incorporates the meaning assigned to the applicable term as set forth in Reg. CC. To the extent that any term used by Bank in providing me the Mobile Deposits is a term that is not used or defined in this Agreement or in the Documentation, I and Bank agree to such term

commonly used with regard to remote deposit capture services shall have the meaning as defined in Reg. CC if such term is so defined.

All other capitalized terms used that are not otherwise defined in this Agreement or in the Documentation shall have the meaning given to such term in Article 3 or Article 4 of the Uniform Commercial Code (as amended from time to time ("UCC")) effective in TEXAS as adopted in the TEXAS STATUTE. In addition, I acknowledge that the Electronic Check of the Original Check submitted to Bank shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in the TEXAS STATUE

- "Check 21" means Federal Reserve Board Reg. CC, Subpart D, promulgated to implement the provisions of the Check Clearing for the 21st Century Act.
- "CTA" means the Check Clearing for the 21st Century Act, which became effective October 28, 2004.
- "Documentation" means the online help files or written instructions and materials made available or supplied by Bank that provide the description, methods of operation, and required procedures to engage in Digital Deposits activities.
- "Electronic Deposit" means a file that contains information regarding each Electronic Check(s) to be submitted by me to Bank that meets all of the requirements imposed from time to time by Bank as set forth in this Agreement and the Documentation.
- "Electronic Check" means a digital or electronic representation of an Original Check that is a Sufficient Copy and meets all of the Standards and is submitted by me to Bank for processing and collection as a Substitute Check.
- "Magnetic Ink Character Recognition Line" or "MICR Line" means the numbers, which may include the routing number, account number, check number, check amount and other information, that are printed near the bottom of a check in magnetic ink in accordance with the Standards.
- "Original Check" means the first paper check issued to or endorsed in my favor with respect to a particular payment transaction.
- "Processing Software" means the software for personal computer or mobile device hosted by the Bank that administers the Digital Deposits process and captures Electronic Checks for deposit.
- "Reconverting Bank" means: (1) the bank that creates a Substitute Check; or (2) with respect to a Substitute Check that was created by a person that is not a bank, the first bank that transfers, presents, or returns that Substitute Check or, in lieu thereof, the first paper or electronic representation of that Substitute Check.
- "Standards" means the applicable standards set forth in CTA, Check 21 or as promulgated by the American National Standards Institute ("ANSI") for image quality and transmission protocols, including but not limited to, ANS X9.13, ANS 9.37 and ANS X9.100-140 (or any amendment or substitute for such standards as may be promulgated from time to time), whether such standard pertains to the MICR Line, the

image quality of the Original Check, the placement of an image of the Original Check on the Substitute Check, or the manual or electronic transfer of a Sufficient Image Copy or other electronic representation of an Original Check or a Substitute Check, unless the Federal Reserve Board, by rule or order determines that a different standard is to apply.

- "Substitute Check" means a paper reproduction of an Original Check that: (1) contains an image of the front and back of the Original Check; (2) bears a MICR line that, except as provided under the applicable Standard, contains all the information appearing on the MICR line of the Original Check at the time that the Original Check was issued and any additional information that was encoded on the Original Check's MICR line before an image of the Original Check was captured; (3) conforms in paper stock, dimension, and otherwise with ANS X9.100-140 (unless the Federal Reserve Board by rule or order determines that a different standard applies); and (4) is suitable for automated processing in the same manner as the Original Check.
- "Sufficient Copy" and "Copy" means: (1) A sufficient copy is a copy of an Original Check that accurately represents all of the information on the front and back of the Original Check as of the time the Original Check was Truncated or is otherwise sufficient to determine whether or not a claim is valid. (2) A copy of an Original Check means any paper reproduction of an Original Check, including a paper printout of an electronic image of the Original Check, a photocopy of the Original Check, or a Substitute Check.
- "Sufficient Image Copy" means an Electronic Check of an Original Check or Substitute Check that is capable of printing a Sufficient Copy of such Original Check or Substitute Check.
- "Third Parties" means with regard to commercial Account holders any party whom I hire, employ, or to whom I delegate my duties or responsibilities to administer Digital Deposits.
- "Truncate" means to remove an Original Check from the forward collection or return process and send to a recipient, in lieu of such Original Check, a Substitute Check or, by agreement, information relating to the Original Check (including data taken from the MICR line of the Original Check or an electronic image of the Original Check), whether with or without the subsequent delivery of the Original Check.

C. Customer Representations and Agreements; Indemnity

If I meet, in Bank's sole discretion, the conditions it has established for use of Mobile Deposits to make deposits via Electronic Checks, Bank will provide Internet access to its computer network and accept for deposit to my Deposit Account(s) the Electronic Checks of Original Checks for collection as allowed under this Agreement and the Documentation. However, I agree that I will not use Mobile Deposits to submit any of the following:

- Checks or items payable to any person or entity other than me/my company
- Official Checks (Cashier Check, Travelers Check, etc)

- Checks or items drawn on foreign financial institutions or payable other than in United States money
- Checks or other items containing apparent alteration to any of the information on the front of the check or item, or which I know or suspect (or should know or suspect) are fraudulent or otherwise not authorized by the owner of the Account on which the check or item is drawn
- Original Checks or other items previously converted to a Substitute Check
- Checks or items that are Remotely Created Checks (as defined in Reg. CC)
- Checks or items dated more than six (6) months prior to the date of deposit
- Checks or items prohibited by Bank's current Documentation relating to Mobile Deposits, or checks or items which are otherwise not acceptable under the terms of my Deposit Account(s)

Such Electronic Checks shall be deemed received by Bank for deposit based upon time of receipt as well as successful receipt of Electronic Checks that are complete, usable, and adhere to the Standards. If any Electronic Check is not complete, is not usable, or does not adhere to the Standards, the Electronic Check may not be processed by Bank, in which event my deposit will be adjusted or rejected, and notification provided.

I authorize Bank to accept transfers, checks and other items for deposit to my Account if they are made payable to, or to the order of, any one or more of us, whether or not they are endorsed by us. All checks and other items deposited to my Account via Mobile Deposit must be endorsed payable to the order of "First State Bank for Mobile deposit only," followed by my signature and Account number. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front, except that for Substitute Checks, endorsements that appeared on the back of the original check must also appear on the back of the Substitute Check.

While Bank may accept non-conforming endorsements, I will be responsible for any loss incurred by Bank due to the delay in processing or returning the item for payment. First State Bank may (but is not required to) refuse to accept a check or other item for deposit to my Account if 1) the check or other item is made payable to someone other than me or a joint Account holder with me, and 2) the check or other item is not endorsed to me or a joint Account holder with me. The Bank will not be liable to me for refusing such a deposit.

I understand Bank will process only my Electronic Checks that comply with the Standards and are Sufficient Image Copies, and Bank will use commercially reasonable efforts to present these Sufficient Image Copies for collection under the Check 21 framework. For information regarding Bank's applicable depository cut-off times with regard to receipt of deposits via Mobile Deposits, I should consult the Documentation made available to me for this purpose. The availability of funds for deposits via Mobile Deposits is set forth in the Funds Availability Policy Disclosure section of this Agreement.

Should a Drawee Financial Institution return an item to Bank unpaid, the Bank will charge my respective Account for such returned item and may either (i) return the item to me, or (ii) re-present it to the Drawee Financial Institution before returning it to me. Items may be returned as Image Exchange Items, rather than Substitute Checks. Should a Drawee Financial Institution or other third party make a claim against the Bank or seek recredit with respect to any Electronic Check, Bank may provisionally freeze or hold aside a like amount in my Account pending investigation and resolution of the claim. Furthermore, I will be liable to the Bank for any loss incurred from the subsequent deposit of an original check that was deposited by me via Mobile Deposit.

I agree that I will submit to Bank for deposit to my Account only Electronic Checks that are Sufficient Image Copies of Original Checks for deposit via Mobile Deposits. No Electronic Check submitted by me to Bank represents an Original Check that has already been collected. I further agree that I will retain each Original Check that is Truncated through any Mobile Deposits activity for a reasonable period of time, but in no event fewer than ten (10) Business Days from the date of deposit or such longer time as Bank may request from time to time with respect to any specific Original Check. I understand that in all cases, during the reasonable period of time described above, I am solely responsible for safeguarding all items I retain, as required or permitted by Mobile Deposits from destruction, alteration or theft. Such Original Checks must be securely stored (e.g., in a locked cabinet) to prevent unauthorized access to them until they are destroyed, as provided for below.

Also, I understand that in certain instances Bank may request from time to time the Original Check to respond to claims made by the Drawer of the check. I agree to retrieve and produce for Bank the Original Check in question within seventy-two (72) hours of a written request by it. In the absence of retaining the relevant Original Check, I understand and agree I shall be solely responsible for the cost of any claim brought by the Drawer of the check that for resolution would reasonably require access to relevant Original Check and shall indemnify Bank in accordance with the terms of the "Mobile Deposits Indemnity" given to Bank as set forth below. I understand and agree that no later than the sixtieth (60th) day following the date of deposit of an Original Check to the Bank, I will destroy the Original Check in a commercially reasonable manner that renders it unusable or otherwise unreadable (e.g., shredding). If I fail to destroy the Original Check within 60 days following the date of deposit, I agree I am responsible for any losses arising from the loss, theft or misuse of any Original Check.

I understand and acknowledge that Bank is relying on the truth and veracity of all Electronic Checks submitted for deposit via Mobile Deposits by me to Bank, and I warrant that such Electronic Checks accurately reflect Original Checks that are, or at the time of the creation of the Substitute Checks, were, in my possession.

If I deposit such an Electronic Check, I give Bank the same warranties and indemnities that Bank, as a reconverting bank, would give under applicable law or regulation. I understand and acknowledge that all of the warranties deemed given by a depositor of a check to a bank under the "UCC" as applicable from time to time in the State of TEXAS shall also apply to any Electronic Check of an Original Check, and also apply to any Substitute Check deposited by me the same as if such Electronic Check or Substitute Check were a

paper check within the meaning of the UCC as adopted by the State of TEXAS ("TEXAS UCC"). Accordingly, except to the extent that any warranties deemed given under the TEXAS UCC are expressly superseded by the Check 21 Act or the Check 21 regulations, I understand that I am deemed to give Bank all the same warranties I would have given under the TEXAS UCC for the deposit of an Original Check by transferring to Bank: (a) any Substitute Check; (b) an Image Replacement Document ("IRD") or other item purporting to be a Substitute Check; or (c) any Electronic Check that purports to contain a Sufficient Copy of an Original Check or a Substitute Check. Such warranties also include the following two (2) specific warranties regarding transfer and presentment:

- I warrant that the Electronic Check that Bank converts to a Substitute Check meets the requirements described in § 229.51(a)(1) – (2) of the Check 21 Regulation (found at 12 CFR § 229.51(a)(1) – (2)) for legal equivalence
- And my warranty given above is deemed given to Bank and any other person, company or bank to which Bank transfers, presents or returns the Substitute Check or a paper or electronic representation of the Substitute Check

WITH MY USE OF Mobile DEPOSITS, AND IN ADDITION TO ANYTHING ELSE SET FORTH IN THIS AGREEMENT, I ASSUME LIABILITY FOR, AND HEREBY AGREE TO INDEMNIFY, PROTECT AND HOLD HARMLESS BANK AND ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("BANK INDEMNITEES"), FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, OF ANY KIND OR NATURE ("DAMAGES") ARISING OUT OF THE USE OF, CONDITION (INCLUDING LATENT AND DEFECTS AND WHETHER OR NOT DISCOVERABLE BY ME OR BANK), OPERATION, OWNERSHIP, SELECTION, DELIVERY, INSTALLATION OR LICENSING OF ANY ITEM OF PROCESSING SOFTWARE OR EQUIPMENT. HOWEVER, SUCH INDEMNIFICATION SHALL NOT EXTEND TO ANY DAMAGE OR LOSS DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BANK.

In addition, I agree to reimburse Bank for all claims, losses, costs and damages it may incur regarding any Electronic Check, Substitute Checks or IRD deposited by me. Furthermore, if I provide Bank with an Electronic Check of a Substitute Check for deposit into my Account instead of an Original Check, I agree to reimburse Bank for all claims, losses, costs and damages it incurs because the Substitute Check resulting from the Electronic Check does not meet applicable Substitute Check Standards or causes duplicate payments. The amount of Bank's loss which it may recover from me may be limited under the Check 21 Regulations.

D. Limitation on Liability

I agree that Bank shall not have any liability for any breach of any representation, warranty or covenant of this Agreement to the extent caused by: (i) the unavailability of the external connection services and other Internet network functions for Mobile Deposits; (ii) any use of the Mobile Deposits by me in a manner not as set forth in this Agreement or the Documentation, or in a manner for which it was not designed, or in combination with systems, products or components not supplied or approved in writing by Bank; or (iii) I use of Processing Software, equipment or other systems not approved or supplied by Bank. I

UNDERSTAND AND EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS) OR FOR ANY INDIRECT LOSS THAT I MAY INCUR OR SUFFER IN CONNECTION MY USE OF MOBILE DEPOSITS OR BANK TERMINATING MY MOBILE DEPOSITS SERVICES IN ACCORDANCE WITH THIS AGREEMENT.

E. Security Procedures

I agree to the security procedures ("Security Procedures") used by the Bank in connection with the Mobile Deposits. Such Security Procedures offered by the Bank are described herein and in Documentation applicable to such services. As part of the Security Procedures, Bank may employ various authentication technologies, including, but are not limited to, use of Internet Banking Services User IDs, passwords and other AAI that Bank may require me to provide at Bank's sole discretion. Bank employs various security and authentication technologies to ensure that I, my employees, agents or Third Parties (if a commercial Account holder), are communicating directly with the Bank, and also to ensure that my computer or mobile device is communicating with a legitimate Bank computer. I am responsible for the establishment and maintenance of my internal procedures reasonably adapted to insure the confidentiality and security of Security Procedures. I UNDERSTAND AND AGREE THAT I WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER ALL USER IDS AND PASSWORDS PROVIDED BY BANK AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL I WOULD USE FOR CASH, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL IN THE CIRCUMSTANCES.

If I, as well as my employees, agents or Third Parties (if a commercial Account holder), have reason to believe that any Security Procedure has or may have become known by unauthorized persons (whether or not employed by me), I shall immediately change my password to all Online Banking Services, personal computers and mobile devices, notify the Bank by telephone and confirm such oral notification in writing to the Bank within twenty-four (24) hours of the oral notification. To the maximum extent permitted by applicable law, I will be solely liable for all transactions initiated before the Bank has received such notification and has had a reasonable opportunity to act on such notification. The Bank reserves the right to change any or all of the Security Procedures offered and/or used at any time by giving oral or written notice to me. I agree that my use of the Mobile Deposits after the Bank provides notice of such changes constitutes my acceptance of the new Security Procedures. I acknowledge that the purpose of Security Procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. The Bank is not agreeing to any Security Procedures or other procedure for the detection of errors. I represent that for Digital Deposits, I consider the Security Procedures to be commercially reasonable with respect to the size, type, and frequency of deposits I anticipate submitting.

With regard to me obtaining Mobile Deposits services under this Agreement, I must comply with the personal computer, mobile device hardware, software, and other requirements, as well as applicable Security Procedures, as set forth in this Agreement and as set forth in

any Documentation or any supplemental information and/or instructions provided by the Bank. The Bank reserves the right as encryption technology develops to impose further reasonable requirements to maintain the appropriate level of security for Mobile Deposits and transactions contemplated hereunder and I agree to abide by such requirements. Furthermore, I understand and acknowledge that if I do not implement and follow my own commercially reasonable hardware, software, physical access and physical storage Security Procedures regarding any of the data owned by me, which includes such data containing the sensitive personally identifiable information ("PII") of any individual, the security of my Digital Deposits and/or the data owned by me (including sensitive PII) may be compromised. I understand, acknowledge and agree that installation, maintenance and operation of my personal computer or mobile device (hardware and software) and related security procedures that I adopt and follow, including, but not limited to, data security protection, firewalls and anti-virus software, is my sole responsibility, and that I am solely responsible for securing, encrypting, protecting and otherwise safeguarding the data owned by me.

I understand, acknowledge and agree that the Bank is not responsible for any loss or damages resulting from any errors or failures of my personal computer, mobile device or data processing systems, including, but not limited to any personal computer or mobile device virus or malware attack (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to the data owned by me, or any Internet-related problems that may be associated with my access and use of Mobile Deposits.

For avoidance of doubt, I understand, acknowledge and agree that all data provided by me to Bank (including, but not limited to, Electronic Checks or Substitute Checks retained on any processing equipment, Processing Software, or any other processing equipment or software (including my personal computer or mobile device) used by me in conjunction with Mobile Deposits), and all data produced, compiled or otherwise provided by Bank to me, in any form or format, is my sole and exclusive property and copies thereof shall be provided to me at my request from time to time and at any time. Once such data owned by me is delivered by Bank to me, retrieved by me from Bank, or otherwise created as a by-product of a transaction between me and Bank and retained by me, such data owned by me is solely within my possession and control.

If I am a commercial Account holder, then in the event of any security breach incident involving any potential or actual unauthorized access or acquisition of data owned by me (e.g. computer hacking, virus attack, or theft or loss of any equipment containing data owned by you), it is my sole responsibility to determine whether I have the obligation, under applicable law, to notify potentially affected individuals whose sensitive PII may have been compromised by the security breach incident. I bear the sole responsibility for any and all costs of complying with required data breach notifications to individuals, credit bureaus and/or governmental entities as required by applicable law, and any and all costs for credit report monitoring of fraud monitoring associated with such security breach incident.

If, despite my efforts, I suffer any damage or loss as a result of my failure to comply with my data security obligations, and regardless of whether such damage or loss results from

the activities of me, or if a commercial Account holder, my employees, agents, subcontractors or any unaffiliated Third Party, any such loss or damage shall be my sole responsibility.

If I am a commercial Account holder and intend to make use of a Third Party to administer my Mobile Deposits activities, I agree to notify Bank in writing, in a form that is acceptable to Bank, of the name of any Third Party whom I hire, employ, or to whom I delegate my duties or responsibilities under the Agreement, before that Third Party initiates any transaction or performs any obligation authorized or required under this Agreement. I agree that I, as the commercial Account holder, shall be solely responsible for all acts of any such Third Party. By using Mobile Deposits, I agree to provide information, including financial information, which Bank may, in its sole discretion, require from time to time regarding me or any Third Party which I hire, employ, or retain in any manner, to administer Mobile Deposits or assume any of my duties under the Agreement. I understand and acknowledge that because of the risks involved, the Bank may refuse, in its sole discretion, to provide Mobile Deposits to me for any reason in its sole discretion, including if I or the Third Party retained by me does not meet the Bank's qualification criteria. The Bank's acceptance of any Third Party retained by me based on its qualification criteria is not a representation or warranty by it regarding the fitness of the Third Party's capabilities or financial condition, nor is such acceptance by Bank an endorsement of any Third Party's ability to perform the Third-Party services for me. I agree that I will not allow any Third Party to use Mobile Deposits or to process Electronic Deposits to my Accounts without the Bank's prior written consent.

F. Termination

The Bank may, in its sole discretion, terminate my Mobile Deposits effective immediately if: (i) there is an occurrence of a material change in my Account activity or other risk analysis criteria as determined by Bank in its sole and absolute discretion; (ii) Bank at any time determines that I (or my Third Party) do not meet its risk or other qualification requirements; (iii) Bank discovers any willful misconduct (including, but not limited to, types of fraudulent activity) on my part or any other party with respect to Electronic Checks submitted for deposit by me using its Mobile Deposits; (iv) I am in default of any terms of this Agreement where such default gives the Bank the right to terminate, immediately or otherwise, or close my Account; (v) I have not used Mobile Deposits for a period of time deemed to constitute an inactive service by Bank (in its sole discretion); or (vi) I am in default of any terms of the Agreement or any other agreement with Bank. In any of these events, I agree that Bank's sole obligation shall be to provide notice of termination of Mobile Deposits to me, and that such notification will be reasonable if it is mailed to my statement mailing address immediately upon termination.

Either me or the Bank may terminate the Mobile Deposits service entirely, with or without cause, upon thirty (30) days written notice to the other of its intent to do so, sent to me at my statement address and sent to Bank at the address provided herein. In the event of termination of Mobile Deposits, my rights and responsibilities as well as the Bank's, shall continue through any applicable settlement period, including my responsibility to pay Bank for Mobile Deposits and with respect to transactions processed prior to the effective date of termination. If First State Bank Mobile Deposits is terminated by the Bank, it may

accelerate all amounts due and to become due, and I agree to promptly make full payment to Bank of all amounts due and amounts incurred by me through my use of Mobile Deposits.

VI. Required Disclosures under Electronic Funds Transfer Act and Bureau Regulation E

The following provisions apply to those Online Banking Services, including, but not limited to, Mobile Banking Services, used to access Deposit Account(s) of Consumer Customers whose Deposit Account(s) are established primarily for personal, family or household purposes. I understand these provisions do not apply to me if I am a commercial customer accessing Deposit Account(s) with Bank established for business purposes.

A. Transfers Generally

I understand all Transfers must originate from an Account on which I am a current signer. Bank reserves the right to refuse the acceptance of any particular Transfer for any reason.

B. Limits

Unless otherwise provided in any other agreements I may have with Bank, the maximum dollar limit for all Transfers within a 24-hour period is equal to the Available Balance in any Deposit Account(s) or may be another maximum amount set by Bank and communicated to me. If my Deposit Account does not have sufficient funds to complete a Transfer, Bank may refuse to conduct the Transfer. If Bank does complete the Transfer, I am responsible for any overdrafts or fees that are generated. I understand that federal limitations on the number of Transfers per each statement period applicable to money market and savings accounts per each statement period will apply, and the number of Transfers that I can make from such accounts will be limited. I should refer to Bank's money market account and savings account disclosures or contact Bank's Customer Service at 940-683-6300 for details on limitations.

C. Scheduling Transfers

I understand that instructions for scheduling transfers, including any applicable cutoff times, are located within Online Banking. The first payment of a recurring Transfer conducted through Online Banking must be scheduled for a date that is a valid date for that month. Should subsequent months not include that date, then Bank will assume I mean to schedule a Transfer on the last day of the month. For example, if the first monthly Transfer is scheduled for August 31, the second monthly transfer occur on until September 30. If the scheduled Transfer is not a Business Day, then the Transfer may not be processed until the next Business Day.

D. Cancelling My Transfers

I understand that I cannot cancel an immediate Transfer from my Deposit Account(s) after it has been entered into Online Banking Services and the information has been transmitted to Bank. In order to cancel future-dated payments, I must log into Online Banking Services and follow the directions provided for cancelling Transfers. Bank cannot cancel transfers I schedule and is not responsible for any Transfers I schedule.

E. Documentation

I will get a statement for each of my Deposit Account(s) which will reflect, among other things, all Transfers that have occurred during my monthly billing cycle. I will receive a statement at least quarterly for each Deposit Account, even if no activity has occurred during the time period covered by that statement.

F. Bank's Liability for Failure to Complete a Transaction

If Bank does not complete a Transfer on time, or in the correct amount according to my instructions, Bank may be liable for my losses or damages up to the amount of the Transfer. Except as otherwise expressly provided for under Section IV.A.(1), Bank is not liable to me for any special, incidental, exemplary, punitive, or consequential losses or damages of any kind. However, there are some exceptions to Bank's liability. Bank will not be liable, for instance, if:

- **Through no fault of Bank, there are not sufficient funds in the Deposit Account to make the Transfer, or the account has been closed.**
- **Through no fault of Bank, the Transfer would go over the credit limit or available amount on any applicable overdraft line for my Deposit Account(s).**
- **I have not properly followed the scheduling instructions and requirements for making a Transfer according to this Agreement.**
- **Circumstances beyond Bank's control prevented the Transfer, despite reasonable precautions that Bank has taken. Such circumstances include telecommunication outages, power outages, equipment failures, postal strikes, delays caused by other financial institutions, fires, and floods.**
- **Bank has placed a "hold" on any funds in my Deposit Account(s) in accordance with Bank's rights under applicable laws or any other agreements between Bank and me.**
- **Bank has received incomplete or inaccurate information from me or a third party involving the Transfer.**
- **A court order, such as a garnishment or other legal process, prevents Bank from making a Transfer.**
- **Bank has a reasonable basis for believing that unauthorized use of my User ID, Password, AAI, or Deposit Account(s) has occurred or may be occurring.**
- **I default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with Bank.**
- **Bank or I terminate this Agreement.**

There may be other exceptions, in addition to those listed above, stated in any of Bank's other agreements with me, or as permitted by law.

If any of the above circumstances occur, Bank will assist me if requested with reasonable efforts in taking appropriate corrective action to reprocess a Transfer that may not have been completed, or to correct any incorrect Transfer that has been processed.

G. My Liability for Unauthorized Use

I will tell Bank AT ONCE if I believe that my User ID, Password, and/or AAI has been lost or stolen or used without my permission. I understand and acknowledge that the best way to minimize my loss is to call Bank immediately and change my passwords. I also understand that the unauthorized use of my User ID, Password, and/or AAI could cause me to lose all of the money in my accounts, plus any amount available under my overdraft protection, if I do not notify Bank in a timely manner.

I understand that I will have limited liability for unauthorized transactions if I notify Bank within sixty (60) days after the statement showing the transaction has been mailed to me or made available to me through Online Statement Delivery (if I am enrolled in Online Statement Delivery). If I do not tell Bank within sixty (60) days after the statement was mailed to me or made available to me through Online Statement Delivery (if I am enrolled in Online Statement Delivery), I may not get back any money I lost after the 60 days if Bank can prove that I could have stopped someone from taking the money if I had told Bank in time. If a valid reason (such as a long trip or a hospital stay) kept me from telling Bank, I understand that Bank will extend the time periods.

For any of my Transactions processed through the MasterCard system, my liability limits will differ from those set forth above. For transactions processed through the MasterCard system (for example, use of my personal Debit Card when no PIN is used), I understand that I will have no liability in accordance with each network's respective policies regarding "zero liability" for unauthorized transactions if I promptly report the unauthorized transactions to Bank. For MasterCard transactions, Bank may impose greater liability, to the extent allowed by law, if Bank reasonably determines that I did not exercise reasonable care in safeguarding my Online Banking Services Transactions processed through MasterCard from the risk of loss or theft. Bank may reasonably determine that I was negligent or that I failed to exercise reasonable care, for instance, if I do not promptly report one or more unauthorized transactions to Bank. This may include my delay for an unreasonable time in reporting unauthorized transactions.

If I assert that an unauthorized Transfer may have occurred, or I believe my User ID, my Password and/or my AAI has become known to an unauthorized person, Bank may require me to sign a sworn statement/ affidavit to that effect.

If I have selected optional Mobile Banking Services, I understand that I am solely responsible for notifying Bank immediately in the event that my Mobile Device associated with the telephone number provided to Bank to register for Mobile Banking Services is lost,

stolen, changed or destroyed. I understand that with regard to SMS text messages, failure to promptly notify Bank may result in my failure to receive important SMS text messages and/or the interception of such SMS text messages by unauthorized third parties. I may also incur SMS text messaging fees for such SMS text messages even if I do not receive them. I understand that Bank is not responsible for any costs, expenses, liabilities or damages that I incur as a result of my failure to receive an SMS text message, the interception of any SMS text message by an unauthorized or other third party, or my incurrence of SMS text messaging fees for SMS text messages I did not receive.

I UNDERSTAND AND ACKNOWLEDGE THAT IN ADDITION TO ANY DISCLAIMERS OR LIMITATIONS OF LIABILITY AS OTHERWISE STATED IN THIS AGREEMENT, BANK SHALL NOT BE LIABLE FOR LOSSES OR DAMAGES ARISING FROM: (i) NON-DELIVERY, DELAYED DELIVERY OR WRONG DELIVERY OF ANY EMAIL COMMUNICATION THAT I WOULD NORMALLY ACCESS VIA THE WEB BROWSER ON MY MOBILE DEVICE OR OF ANY SMS TEXT MESSAGE NORMALLY SENT DIRECTLY TO MY MOBILE DEVICE; (ii) INACCURATE CONTENT IN ANY EMAIL COMMUNICATION THAT I ACCESS VIA THE WEB BROWSER ON MY MOBILE DEVICE OR IN ANY SMS TEXT MESSAGE SENT DIRECTLY TO MY MOBILE DEVICE; (iii) ANY ACTIONS RESULTING FROM THE INTENTIONAL OR UNINTENTIONAL DISCLOSURE BY ME TO ANY UNAUTHORIZED PERSON OF THE CONTENTS OF ANY EMAIL COMMUNICATION I ACCESS VIA THE WEB BROWSER ON MY MOBILE DEVICE OR ANY SMS TEXT MESSAGE SENT DIRECTLY TO MY MOBILE DEVICE; OR MY USE OR RELIANCE ON THE CONTENTS OF ANY SUCH EMAIL OR SMS TEXT MESSAGE FOR ANY PURPOSE.

H. Errors or Questions

In case of errors or questions about Transfers, I should call Bank's Operations Department at 940-683-6300 or I should write to Bank at: First State Bank Operations Department, PO Box 338, Bridgeport, TX 76426. If I think my account statement is wrong or if I need more information about a Transfer listed on the statement, I must contact Bank immediately. I understand that Bank must be notified no later than sixty (60) days after the FIRST account statement on which the problem or error appeared was mailed or made available through Online Statement Delivery (if I am enrolled in Online Statement Delivery), and I must:

- Tell Bank my name and account number, or other information sufficient for Bank to identify the account in question;
- Describe the error or the Transfer I am unsure about, and explain as clearly as I can why I believe it is an error or why I need more information;

- Tell Bank the dollar amount of the suspected error.

If I tell Bank via telephone, Bank may require that I send my complaint or question in writing within ten (10) Business Days. Bank may also require me to provide my complaint in the form of a sworn statement/ affidavit.

Bank will determine whether an error occurred within ten (10) Business Days after Bank hears from me and will correct any error promptly. If Bank needs more time, however, Bank may take up to forty five (45) days to investigate my complaint or question. If Bank decides to do this, it will provisionally recredit my Deposit Account within ten (10) Business Days for the amount thought to be in error, so that I will have the use of the money during the time it takes Bank to complete its investigation. If Bank asks me to put my complaint or question in writing and Bank does not receive it within ten (10) Business Days, Bank may decide not to provisionally recredit my Deposit Account.

For errors involving new accounts, point-of-sale transactions or foreign initiated transactions, Bank may take up to ninety (90) Business Days to investigate my complaint or question. For errors involving new accounts, Bank may take up to twenty (20) Business Days to provisionally credit my account for the amount I think is in error.

Bank will tell me the results within three (3) Business Days of completing its investigation. Regardless of whether Bank determines that there was or was not an error, Bank will send me a written explanation. I may ask for copies of the documents that Bank used in its investigation. If Bank provisionally re-credited my account, Bank may take back the amount of any credit if it finds that an error did not occur or if my account was issued a refund by the merchant.

I. Account Information Disclosure

I understand that Bank will disclose information to third parties about my Deposit Account(s) and the authorized Transfers:

- When necessary to verify or complete Transfers or to resolve a problem related to a Transfer.
- To verify the existence and the condition of my Deposit Account for a third party, such as a credit bureau or merchant.
- For our everyday business purposes, such as maintaining your account.
- For our marketing purposes to offer our products and services to you.
- To comply with any government agency or court order.
- At Bank's discretion, to any subsidiary or affiliate.
- If I give Bank my written permission.

- As otherwise permitted in Bank's "Deposit Account Agreement and Other Disclosures," by law, or as required by government regulations.

VII. Other Terms and Conditions

A. Personal Information

I am aware and agree that the Bank, at its discretion, may record any and all information, instructions, or transactions relayed from my mobile device(s) to the Bank or through intermediaries and to the mobile device(s) from the Bank and/or from intermediaries and collect and store the information in a form and manner as deemed necessary and appropriate.

I acknowledge that in connection with my use of First State Bank Mobile Banking Services, and its affiliates and service providers, they may receive and share names, domain names, addresses, passwords, telephone and phone numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Bank's Mobile Banking Services or software (collectively "User Information").

The Bank, and its affiliates and service providers, will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by me. I agree not to use the Bank's Mobile Banking Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose. I further agree that my use of the services and software will be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including U.S. Export Administration Regulations.

Any transmission to the Bank's Mobile Banking Services, including E-mails shall be deemed and remain the property of the Bank. Please do not use E-mail to send the Bank communications which contain confidential information or require immediate attention. Please call 940-683-6300, utilize our secure messaging system from within Online Banking or send written communications to:

First State Bank
ATTENTION: MOBILE BANKING CUSTOMER SERVICE
PO Box 338, Bridgeport, TX 76426

B. Charges and Fees

- There is no service charge for accessing my accounts with Online Banking Services.
- Online Banking Services with Bill Payment Services – There is no service charge for paying bills via Online Banking Services with Bill Payment Services, unless such fees are expressly indicated in my account agreement or expressly agreed upon at the time of the transaction for additional services such as overnight delivery or PopMoney payments.
- I should note that depending on how I access Online Banking Services, I might incur charges for normal account fees and service charges.
- Payments or transfers made through Online Banking Services from a savings or money market account may result in an excess transaction fee (I must refer to my savings or money market account agreement or Schedule for details).
- Additional fees may be assessed for added self-service features available through Online Banking Services, such as certain stop payment requests, requesting check copy orders, ordering new checks, obtaining account statement copies or any additional services for which Bank chooses to offer to me for a fee (I must consult the applicable agreement governing the account to determine if my accounts are subject to these fees).
- An NSF or overdraft fee may also apply if I schedule payments or transfers from one of my accounts and my Available Balance is not sufficient to process the transaction on the date scheduled.
- Bank may also charge me a research fee as stated in any applicable Schedule.

I understand that Bank may charge additional fees for use of Online Banking Services, and that I may be subject to any other applicable fees related to any Transaction as set forth in any applicable agreement. Bank will automatically deduct fees related to the Transactions on either the account statement date for the account for which Online Banking Services are provided, or on the date the Online Banking Service is actually provided. If Bank decides to change the fees it charges in connection with Online Banking Services, Bank will notify me at least thirty (30) days prior to the effective date of the change, and a notification to me at my Primary Email Address is acceptable notification.

C. Contacting First State Bank

In addition to the electronic communication methods discussed in Section IV of this Agreement, I may also contact a First State Bank Operations Department with any questions or concerns by calling 940-683-6300. Bank's specialists will be available to assist me during Bank's normal business hours. I may also call any Bank branch location with my questions regarding general information about my account(s), such as balance information, transactions conducted outside of Online Banking Services, questions regarding interest earned, or other general questions or concerns.

D. Changes to Agreement; Termination of Online Banking Services (including Mobile Banking Services)

I understand that Bank reserves the right to change the Agreement at any time, and that Bank will mail by regular U.S. postal mail, or by email, notice to me at least twenty-one (21) days before the effective date of any change to my Deposit or Loan Account services that would result in increased liabilities for me, increased fees, a reduction in the types or available Transfers, or stricter limits on frequency or dollar amounts of Transfers, unless such prior notice is otherwise excused by law. I agree that Bank is not liable or otherwise responsible if I do not receive such notification via email because I have changed my Primary Email Address and not informed Bank of such change. By using Online Banking Services after any changes or amendments are effective, I am agreeing to be bound by such revised Agreement. I may review the most current version of this Agreement anytime at www.fsbwise.com by logging into my Online Banking account.

Bank and I agree that I may terminate this Agreement and/or one or more of the Online Banking Services or Mobile Banking Services that I have selected at any time with or without cause upon prior notice to Bank. To terminate this Agreement, I shall give notice via telephone by contacting one of Bank's branch locations, by calling 940-683-6300, , or by sending written notice to the First State Bank Operations Department at PO Box 338, Bridgeport, TX 76426.

To terminate any particular Online Banking Service or Mobile Banking Service, I understand that I must give notice via telephone by contacting one of Bank's branch locations, by calling 940-683-6300, , or by sending written notice to the First State Bank Operations Department at PO Box 338, Bridgeport, TX 76426.. I understand that Bank may, in its sole discretion, terminate this Agreement in its entirety or terminate one or more specified Online Banking Services or Mobile Banking Services effective immediately, with or without cause. Bank will provide written notice to me before Bank terminates this Agreement or any Online Banking Service or Mobile Banking Service for any reason other than abuse of the Online Banking Services or Mobile Banking Services, or to prevent a loss.

I understand that the termination of this Agreement and/or any of the Online Banking Services or Mobile Banking Services will not release me from any fees or other obligations incurred prior to the date upon which this Agreement or the particular Online Banking Service or Mobile Banking Service is terminated, any fees assessed by Bank in the process of terminating this Agreement and/or any of the Online Banking Services or Mobile Banking Services, or from my responsibility to maintain sufficient funds in my Accounts to cover any outstanding items originated via any Online Banking Service or Mobile Banking Service.

E. Children Using Online Banking Services

The safety and privacy protection of children is very important to First State Bank. Children should always ask their parent or guardian for permission before sending personal information to anyone online. I understand that only the parent or legal guardian of a child under the age of 13 has authority to access Online Banking Services, even if the account has been established on behalf of that child. If I permit a child under the age of 13 to use Online Banking Services, or give the child my User ID, Password, or my AAI, I understand that I am responsible for all activity the child initiates from or to any of my accounts, even if he or she exceeds my authorization. I understand that I can contact Bank in accordance with Section VI.H. of this Agreement with any questions or concerns.

F. Bank Records and Data

I acknowledge that Bank may elect to record or otherwise document information and email messages entered via Online Banking Services for record keeping purposes, and I authorize Bank to record such information. Bank's records kept in the regular course of business will be presumed to accurately reflect the contents of my instructions to Bank, and in the absence of manifest error, will be binding and conclusive.

G. Bank's Use of Third-party Service Providers

First State Bank's ability to provide certain of the Online Banking Services depends on its ability to provide access to third-party networks. For details regarding Bank's safeguarding of my personal information, I should refer to Bank's Privacy Notice available at www.fsbwise.com. In the event that Bank determines, in its sole discretion, that it is unable to provide third-party network access, Bank may discontinue the related Online Banking Service(s) or may provide the Online Banking Service(s) through alternate third-party networks. I understand that Bank shall have no liability for the unavailability of access during any transition period and shall give me written notice of any Online Banking Service involving Transfers to or from my Deposit Account(s) being discontinued at least twenty-one (21) days in advance of such termination, unless such prior notice is otherwise excused by law.

H. Bookmarking and Linking

I understand that I may create a bookmark in my web browser to the Online Banking Services page. I may not create any link to Online Banking Services without the written approval of Bank, including, without limitation, a link on a publicly accessible website. I should refer to the First State Bank "Terms of Use" regarding the Site (available at www.fsbwise.com) for information regarding permitted links to the First State Bank home page. The Bank may establish links between Online Banking Services and other services

operated by third parties. The Bank has no restraint over other third-party services or the contents therein. The existence of any such links shall not constitute an endorsement by the Bank.

I. Disclaimer of Warranties

While Bank hopes that the Online Banking Services and Mobile Banking Services are useful and reliable, I understand that Bank and its third-party Service Providers cannot and do not make any representation or warranty: (i) that I will have continuous or uninterrupted access to the Online Banking Services or the Mobile Banking Services or any of its information, content or functions; (ii) that the Online Banking Services or the Mobile Banking Services will operate on a continuous or uninterrupted basis; or (iii) that any information, content or functions will be error-free. BANK AND ITS THIRD-PARTY SERVICE PROVIDERS PROVIDE THE ONLINE BANKING SERVICES AND ALL INFORMATION AND CONTENT DELIVERED BY OR THROUGH THE ONLINE BANKING SERVICES TO ME "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. BANK AND ITS THIRD-PARTY SERVICE PROVIDERS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, PERFORMANCE, ACCURACY, AVAILABILITY, CONTENT, FUNCTION, ACCESSIBILITY, NON-INTERRUPTION, NONINFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. BANK AND ITS THIRD-PARTY SERVICE PROVIDERS ALSO DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, RELATED TO ANY ADVERTISEMENTS OR WEBSITES IN CONNECTION WITH THE ONLINE BANKING SERVICES. I UNDERSTAND THAT MY SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF THE SERVICE (INCLUDING ANY SOFTWARE OR OTHER MATERIALS SUPPLIED IN CONNECTION WITH THE SERVICE) SHALL BE FOR BANK TO USE COMMERCIALY REASONABLE EFFORTS TO PERFORM AND ADJUSTMENT OR REPAIR OF THE SERVICE.

SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO ME. I MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

J. Exclusion of Damages; General Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, BANK AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS AND THIRD-PARTY SERVICE

PROVIDERS, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, SHALL NOT BE LIABLE TO ME OR TO ANY OTHERS FOR DAMAGES IN EXCESS OF MY ACTUAL LOSSES OR DAMAGES UP TO THE AMOUNT OF THE TRANSFER DUE TO BANK'S FAILURE TO COMPLETE A TRANSFER. BANK WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES), WHETHER CAUSED BY THE EQUIPMENT AND/OR THE SERVICES, NOR WILL BANK BE RESPONSIBLE FOR ANY DIRECTOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF MY EQUIPMENT. THE ONLINE BANKING SERVICES ARE PROVIDED "AS IS. " I UNDERSTAND THAT BANK DOES NOT MAKE ANY WARRANTIES CONCERNING THE SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ME. I MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

K. Indemnification

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, I AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS BANK AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, FROM AND AGAINST ALL DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BROUGHT BY ANY PERSON ARISING FROM OR RELATING TO MY ACCESS AND USE OF THE ONLINE BANKING SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ALLEGING FACTS THAT IF TRUE WOULD: (i) CONSTITUTE A BREACH BY ME OF THIS AGREEMENT; (ii) CONSTITUTE INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF INFORMATION, DATA, FILES OR OTHER MATERIALS SUBMITTED BY ME TO THE ONLINE BANKING SERVICES; (iii) CONSTITUTE FRAUD OR MALICIOUS CONDUCT BY ME; (iv) CONSTITUTE A VIOLATION BY ME OF ANY LAW OR RIGHTS OF A THIRD PARTY; (v) CONSTITUTE A CLAIM FOR WHICH I HAVE AGREED TO PROVIDE INDEMNIFICATION ELSEWHERE IN THIS AGREEMENT; OR (vi) CONSTITUTE A CLAIM FOR DAMAGES FOR WHICH I HAVE AGREED ELSEWHERE IN THIS AGREEMENT THAT BANK IS NOT RESPONSIBLE.

L. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of the State of Texas, without regard to the conflict of laws thereof, and to the laws of the United States.

M. Venue

Any disputes arising from the use of the Bank's Mobile Banking Services shall be exclusively subject to the jurisdiction of any federal or state court for the State of Texas.

VIII. My Agreement to These Terms and Conditions.

I acknowledge that I am responsible for complying with all terms of this Agreement and the terms governing any Deposit Account(s), Loan Account(s) or any other Account(s) which I access using Online Banking Services.

BY CLICKING ON THE "ACCEPT" BUTTON ON THE "SIGN UP FOR ONLINE BANKING" or "ENROLL" SCREEN, I AGREE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT I ACCEPT THIS AGREEMENT WITHOUT MODIFICATION, AND THAT I WILL BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT JUST AS IF I SIGNED THE AGREEMENT. FURTHERMORE, I UNDERSTAND THAT BY USING ONLINE BANKING SERVICES I AGREE TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT AND TO SUCH TERMS AND CONDITIONS AS THEY MAY BE AMENDED IN THE FUTURE. IF I DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, I UNDERSTAND THAT I SHOULD NOT CLICK ON THE "ACCEPT" BUTTON ON THE "SIGN UP FOR ONLINE BANKING" SCREEN AND THAT I SHOULD NOT USE ONLINE BANKING SERVICES.

(NOTE: The foregoing provisions of Section VIII. are applicable only in the event that I am accepting this Agreement to activate and receive Online Banking Services. If I am reviewing this Agreement for any other reason (for example, prior to signing up for Online Banking Services or as the result of Bank updating the terms and conditions herein), I understand and acknowledge that there may be no "Accept" button available on this web page.)

IX. Electronic Communication Disclosure Agreement.

By accepting the "First State Bank's Electronic Communication Disclosure Agreement", you consent and agree that the First State Bank may provide certain disclosures and notices to you in electronic form, in lieu of paper form, including electronic delivery of statements (e-Statements) for your First State Bank deposit account(s).

The words "we," "us," and "our" refer to the First State Bank, and the words "you" and "your" mean you, the individual(s) or entity identified on the Account(s). As used in the Disclosure, "Account" means the account you have with us. "Communication" means any customer agreements or amendments thereto, monthly billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product, service or Account, including but not limited to information that we are required by law to provide to you in writing.

By selecting Electronic Statements in Online Banking, you will no longer receive paper statements for your Account(s), and you may also receive Disclosures regarding your Account(s) electronically and not in paper form.

Communications Provided in Electronic Form

- You agree that we may provide you with any Communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper Communication to you, unless and until you withdraw your consent as described below.
 - Your consent to receive electronic communications and transactions includes, but is not limited to:
 - All legal and regulatory disclosures and Communications associated with the Account or the product or service available through Online Banking for your Account.
 - Notices or disclosures about a change in the terms, or change in fees of your Account.
 - Online Banking Agreement
 - Privacy policies and notices
 - Monthly (or other periodic) billing or account statements for your Account(s) (e-Statements)
 - Lending disclosures
-

Method of Providing Communications in Electronic Form

All Communications by the First State Bank to you in electronic form will be provided by:

1. Access to the First State Bank's Online Banking website (we will notify you by email that Communication has been sent to you)

❖ Note:

- At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications.

- We may also treat your failure to log in within 390 days as a withdrawal of your consent to receive electronic Communications.
 - The First State Bank will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however, your specific account type may include a Paper Statement Fee and your access and use of Online Banking may be terminated.
 - Any withdrawal of your consent to receive electronic Communications will be effective after a reasonable period of time to process your withdrawal.
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How to Request Paper Copies

- The First State Bank will never send you a paper copy of any Communication which is available electronically, unless requested.
 - You can obtain a paper copy of an electronic Communication by printing it yourself, or by requesting a mailed paper copy within a reasonable timeframe after first dispersed.
 - To request a mailed paper copy, please call 940-683-6300, or contact the nearest First State Bank branch location.
 - The Bank may charge you a reasonable service charge for requested mailed copies, but will notify the customer of the charge prior to completing the request.
 - The Bank reserves the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.
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Updating Your Records

- You can update email information by visiting the "Profile" page within Online Banking at fsbwise.com, or by calling 940-683-6300, or contact the nearest First State Bank branch location.
 - You can view the current phone numbers and address we have on file through Online Banking by visiting the "Profile" page within Online Banking at fsbwise.com. You can update this information by sending a secure message through Online Banking or contacting the nearest First State Bank branch location.
 - It is the customer's responsibility to provide the First State Bank with accurate and complete email address and contact information.
 - It is the customer's responsibility to maintain and update promptly any changes in your information.
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Hardware and Software Requirements

To Participate in Online Banking and to access, view, and retain electronic Communications your system will need the following requirements:

- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
 - A working email account;
 - A personal computer (PC: 1.5 GHz or higher / macOS: Intel processor / mobile: working device running iOS, Android or Windows Phone operating systems), operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received;
 - Adobe Reader version 8.0 or higher;
 - PC: Windows 7 or later version running either Internet Explorer 11, Microsoft Edge version 20 or higher; Google Chrome; or Firefox version 60.2.2 or higher / Macintosh: MacOS X 10.2 or higher running Safari web browser.
- ❖ Note: First State Bank is not responsible for any electronic virus or viruses a customer may encounter. It is the Bank's recommendation for the customer to perform routine scans for your PC by using a virus protection product.
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Communications in Writing

- All Communications in either electronic or paper format from the Bank to you will be considered "in writing." You should print or download a copy of this Disclosure for your records and any other Communication that is important to you.
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How to Cancel Electronic Communication

- You may withdraw your consent to receive Communications at any time in electronic form by:
 1. Calling the First State Bank at either 940-683-6300 or
 2. Contacting your nearest First State Bank branch location.
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Termination / Changes

- The First State Bank reserves the right, in sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. The Bank will provide you with notice of any such termination or change as required by law.
 - It may be necessary to change the terms or conditions regarding your Communication/statement access. In such an event, the Bank will notify you via email communications, written notification or by notice of change when you log into your Online Banking Account with changes made within the corresponding section located in the First State Bank Online Banking Agreement & Disclosure.
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Federal Law

- You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and the Bank both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.