



**MILLS COUNTY**  
— STATE BANK —

## Internet Banking agreement & Disclosure

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Contact Information:

Effective Date: 5.21.18

Mills County State Bank  
1017 Parker / PO Box 309  
Goldthwaite, TX 76844  
325-648-2216 or 800-285-2216

[ebanking@mcsbtexas.com](mailto:ebanking@mcsbtexas.com)

(This is NOT a secure email, please do not submit confidential information to this address)

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

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### 1. Scope of this agreement

This agreement between you and Mills County State Bank, 1017 Parker Street, Goldthwaite, TX, 76844 governs your use of our Internet Banking and Bill Payment services (the “Service”). The Service permits our Customers to perform a number of banking functions on accounts.

SOME FEATURES INCLUDING BILL PAY ARE ONLY AVAILABLE TO USERS 18 YEARS OF AGE OR OLDER.

### 2. Accepting the agreement

After you have carefully read this agreement in its entirety and the linked [Privacy Policy](#), you will be asked to accept the terms and conditions of this agreement. When you accept these terms and conditions, you represent and warrant that you are an Authorized User acting with full authority, and that you are duly authorized to execute this agreement.

BY ACCEPTING, YOU ALSO CERTIFY THAT YOU ARE ABLE AND WILLING TO ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT AND UNDERSTAND THAT YOU CAN PRINT A COPY AND/OR SAVE IT TO YOUR COMPUTER.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE CANCEL BUTTON. YOU CAN STILL ENROLL FOR THE SERVICE AT A LATER TIME.

### 3. Basic Internet Banking Services

The basic features currently available through the Service include:

- Up to 18 months of complete Internet transactional detail and history
- Account Inquiries for balances, rates, etc.
- Links to view images of your checks and deposits
- Copies of monthly Account Statements
- Transfers between your accounts at Mills County State Bank
- View balances of your checking, savings, CD, and loan accounts
- Payments to loans at Mills County State Bank
- Transaction downloads into Quicken®, QuickBooks, Microsoft® Money

Bill Payment services are convenient optional services available with in online banking. When you are enrolled in online banking, you may choose to also enroll in Bill Payment Services at any time by clicking on the Bill Pay tab within the Service. The terms and conditions of Bill Payment Services are in addition to this agreement and may be changed from time to time.

You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control. We are not responsible for any delays or difficulties you may have in accessing the Services or certain features of the Service.

#### **4. Commercial Internet Banking Services**

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

- ACH Credit and Debit Origination
- Direct Deposit Originations
- NACHA File Imports

We may add or remove certain features and/or functionality from time-to-time. Business Customers interested in these services should contact our Internet Banking Department for additional information.

#### **5. Fees**

- Basic Internet Banking Service: (view balances and account transfers) – No charge
- Bill Payment: No charge (additional fees may apply to expedited processing)
- Person to Person Payments: Fee Per transaction

For Business Customers, additional charges may apply for services such as: ACH Origination and NACHA File Imports. These fees may vary and are subject to separate agreements.

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

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

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

In order to enroll in the Service:

- You must have an Eligible Account with Mills County State Bank.
- Your account with us must be in good standing.
- You must be a resident of the United States or its possessions.
- You must have a device with the most current supported web browser.
- You will need internet access through an Internet service provider (ISP).
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You will also need an active external email address for the delivery of electronic notices and disclosures.

Prior to enrolling in the Service and accepting the electronic version of this agreement, you should

verify that you have the required and compatible hardware, software, and Internet Service necessary to access the Service and to retain a copy of this agreement.

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

## **7. Enrollment Process**

You must complete the enrollment process to use the Service. You can enroll for the Service on the Internet, by phone, or you can enroll in person at any of our branch locations. The Internet enrollment process involves completing a secure online application that we will use to verify your identity. When you enroll for the Service, you agree to provide true and accurate enrollment information. Our Internet Banking Department and/or New Accounts Department will verify the information you submit for accuracy and proper authorizations. When the information is verified a temporary Access ID and Passcode will be mailed or emailed to you in separate mailings. You will be required to change the temporary Access ID and Passcode the first time you log in to online banking. You determine your Passcode, which is encrypted in our database. No one at Mills County State Bank or its Service Providers has access to Passcode information.

Business Customers interested in the commercial features of the Service should contact your Banking officer and/or our Internet Banking Department directly at 800-285-2216.

## **8. Linked Accounts**

When you first enroll in the Basic Internet Banking Service we will link all your designated Eligible Accounts to one Access ID. If you want to limit the accounts linked or the privileges assigned to an account, please contact us at 800-285-2216

## **9. Signature Requirements**

When any transfer, ACH, or other Payment Instruction is initiated through the Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you. Any Authorized User must be authorized individually to make electronic transfers and online Bill Payments.

## **10. Account Balances**

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. An express transfer request made prior to 5:00 PM CST will be done in real-time and should show immediate availability to your account. The cutoff time for same day transactions is 5:00 PM CST, any transfer made after 5:00 PM CST will be available next business day.

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

## **11. Canceling or Changing Transfers**

You cannot cancel a transfer after it has been entered into the system AND the information is in the processing stage or has been processed and/or transmitted to us through the Service; however, you can edit or change a transfer that is scheduled for processing on the next business day or later. For Consumer customers, this would include a Scheduled Transfer. For Business Customers, the term "transfers" also includes ACH.

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

- Log in and make edits to the appropriate transaction.
- You may edit a pre-scheduled (future dated/automatic) transaction any time before 5:00 PM the Business Day before the scheduled transfer or payment date.
- For transfers, you can change the transfer amount to \$0.00, OR
- If you accidentally transfer funds, you can schedule another transfer to move funds to back to the original account.

For Business Customers, additional guidance on creating, canceling, editing ACH and is available within the Service and from our Internet Banking Service Department. If requested after the cut-off time of 5:00 PM, if changes are necessary, we may not have sufficient time to stop such transactions from further processing. Separate agreements may detail the required time-frames for submitting and making changes to these types of transactions. For assistance, call our Internet Banking Department at 800-285-2216. If you need our assistance on making edits to automatic/future dated transfers; you can send us a secure email through the Service; however, we must receive your request three (3) Business Days or more before the transaction is scheduled for processing. If you call, we may also require you to put your request in writing and get it to us within 14 days after the call.

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

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

Current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as Money Market and Savings Accounts. Transfers made through the Service count towards this limited number as explained in the following:

- Transfers from a Money Market account to another account or to third parties by preauthorized, automatic, computer, or telephone transfer are limited to six per statement cycle.
- Transfers from a Statement Savings account to another account or to third parties by preauthorized, automatic, computer, or telephone transfer are limited to six per month.

## **13. Notifi Account Alerts**

Alerts. Your enrollment in **Mills County State Bank** Online Banking and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your **Mills County State Bank** account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.

- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **Manage Alerts** menu within **Mills County State Bank** Online Banking and **Manage Alerts** menu within **Mills County State Bank** Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. **Mills County State Bank** reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels (“**EndPoints**”): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your **Mills County State Bank** Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, text "**STOP**" to **96924** at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **Mills County State Bank** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text “HELP” to **96924**. In case of questions please contact customer service at **325-648-2216**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** **Mills County State Bank** provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **Mills County State Bank**'s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **Mills County State Bank**, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

## 14. Privacy

We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our [privacy notice](#) before completing the enrollment process for the Service.

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

It is the policy of **Mills County State Bank** to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- Where it is necessary to assist us in the collection of information for internal use;
- Where it is necessary for the security purposes of our service providers, our service agents, and/or contractors providing our internet banking and electronic funds transfer service.
- Where it involves a claim by or against us concerning a deposit to or withdrawal from your account.
- To verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- To consulting firms, in an aggregate non-personally identifiable format, for research and product improvement purposes only
- To comply with a governmental agency or court orders; or
- If you give us your written permission.

Please refer to our [privacy notice](#) for additional detail on disclosure of account information.

## **15. Internet Privacy and Security**

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

***Access IDs and Passcodes*** - One of the main security features protecting the Service is the unique combination of your Access Identification Code (Access ID) and Passcode. Your passcode is encrypted in our database. Neither Mills County State Bank nor its Service Providers have access to this information. The Service will automatically deactivate your account after three unsuccessful login attempts within a certain time frame. You may reset your Passcode by contacting Mills County State Bank during normal business hours or by clicking Forgot Your Password on the home page at login to the Service.

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

- You should carefully select a Passcode that is hard to guess.
- You should not use words based on your name, address or other personal information.
- Special characters may be used to increase security.
- Do NOT use dictionary words. The “Help” link within the Service will offer tips on choosing a secure Passcode that you can remember.
- Keep your Passcode safe.
- Memorize your Passcode and do NOT write it down.
- You should also change your Passcode occasionally, such as every 90 days.
- If you suspect your Passcode has been compromised, you should change it immediately and contact Mills County State Bank as soon as possible by calling 800-285-2216 during regular business hours.

**MILLS COUNTY STATE BANK NOR ITS SERVICE PROVIDERS WILL CONTACT YOU VIA TELEPHONE OR EMAIL REQUESTING PERSONAL INFORMATION, YOUR ACCESS ID, OR YOUR PASSCODE. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS INFORMATION, PLEASE CONTACT MILLS COUNTY STATE BANK IMMEDIATELY.**

### ***Additional Security Guidelines:***

- All Authorized Users should sign-off after every Service session; however, online sessions will automatically end after ten (10) minutes of inactivity.
- This additional security is to protect you in case you accidentally leave your computer unattended

after you log-in.

- The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore, we recommend that you refrain from accessing the Service on a public computer or from public WIFI. However, if you attempt to access the Service from a public computer additional security such as a supplying the correct answer to your verification question may be required.
- Routinely scan your computer, servers, and electronic media using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware.
- Use a firewall product (hardware and/or software),
- Periodically update your computer operating system and browser for critical security related patches. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.

In addition to the security features described above, there may be other security related notices posted on our website [www.mcsbtexas.com](http://www.mcsbtexas.com), or the Service from time-to-time. It is your responsibility to read all security notices.

## **16. Our Liability for Failure to Complete Transactions**

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

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

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

previously misdirected transactions, and, if applicable, for any late payment related charges.

## **17. Documentation and Verification of Payments and Transfers**

Information regarding Internet Banking and Bill Payment transactions will be reflected on the account detail in the Service and in your regular monthly account statement(s).

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

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

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

- Telephone us 800-285-2216 during customer service hours or
- Write to us at:  
Mill County State Bank  
1017 Parker Street  
PO Box 309  
Goldthwaite, TX 76844

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

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

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

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

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

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

Mills County State Bank must be contacted immediately if you believe your Access ID or Passcode has been lost or stolen. Contacting us by phone (800-285-2216) is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit if applicable).



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

If your monthly account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

## **19. Additional Provisions Applicable Only to Business Customers**

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

The Service will allow Business Customers to designate and/or establish individual Access IDs, Passcodes, privileges for each Authorized User. Transaction history is maintained for each Access ID. Additional fees may be assessed for each additional Access ID.

Business customer(s) will be solely responsible for designating its authorized users, assigning privileges, account access, credit limits, and disclosing the identity of said users to Mills County State Bank. All changes thereof must be in writing. Business customer represents and warrants that its authorized users have the appropriate authority to initiate transfers and bill payments through the service.

Business customer(s) authorize this institution and its service providers to act upon, and you agree to be bound by, any transaction, whether or not authorized, that is initiated with your access id and passcode and/or the access id and passcode of an authorized user. Furthermore, any instructions, directions, or other information provided by the business customer(s), or any of its authorized users, will be deemed to have been authorized by the business customer(s). This financial institution and its service providers will not be responsible for verifying the identity or authenticity of any person claiming to be an authorized user of the business customer(s).

Business customer(s) assumes any and all liability arising from the use or misuse of the service or company accounts by its authorized users. Business customer(s) agree to indemnify and hold harmless Mills County State Bank and its service providers for any liability and damages resulting from our acting upon any direction, instruction, or information that is initiated with an access id and passcode of an authorized user.

You agree that we may send notices and other communications, including emails, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Mills County State bank and/or its service providers will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. In addition, you agree to:

- require all authorized users to keep passcodes secure and strictly confidential;
- immediately notify us and select a new password if you or your authorized users believe your passcodes may have become known to an unauthorized person(s).

We may disable passcodes of authorized users even without receiving such notice from you, if we suspect passcodes are being used in an unauthorized or fraudulent manner.

Business customer(s) shall be solely responsible for the development and implementation of all commercially reasonable procedures to control access to their computer systems and to protect any data files stored thereon. Business customer(s) shall be solely responsible for all appropriate and commercially reasonable, physical, logical, and network security systems and devices to protect the security of data files maintained on computer(s) used to access the service as well as the protection against unauthorized access to business computers, and/or networks used to access the service. Business customer(s) shall be solely responsible for any and all losses and damages arising from any authorized or unauthorized access to the service.

Mills County State Bank and its service providers shall have no obligation, liability or control, either directly or indirectly concerning the business customers' selection of security systems or devices for the protection of any data files or computers used to access the services or over business customers' development or implementation of security procedures or the failure of business customer(s) to maintain said procedures.

(B) Commercially Reasonable Security Procedures of The Service

When you accept this agreement and use the service, you acknowledge and agree that the service includes security measures which are commercially reasonable. You agree to be bound by our security procedures and instructions, which may be periodically updated. You agree to review and implement all security procedures available in connection with the service, including procedures to protect the confidentiality of your access id and passcode and the same for your authorized users you agree to notify Mills County State Bank in the event that your use of the service would necessitate or be better served by a level of security that exceeds that offered by the service. If you fail to notify Mills County State Bank, you acknowledge and agree that the security aspects of the service are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

(C) Errors and Questions

In case of errors or questions about your transactions, you should notify us as soon as possible through one of the following methods: Telephone us at 800-285-2216 or 325-648-2216 during regular business hours. Write us at: Mills County State Bank, 1017 Parker Street / PO Box 309, Goldthwaite, TX, 76844

(D) Your Liability for Unauthorized Transfers

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

Mills County State Bank and its Service providers shall have no liability to you for any unauthorized payment or transfer made using your Passcode that occurs before you have notified us of any possible unauthorized use and we have had a reasonable opportunity to act upon that notice.

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

(E) Limitation of Institution Liability

Mills County State Bank and its service providers will be deemed to have exercised all due care and to have acted reasonably if we act in accordance with the terms of this agreement and will be liable for loss sustained by you only to the extent such loss is caused by our misconduct. This financial institution and its service providers will have no liability for any loss or damage:

- related to the dishonesty of the business customer's employees, officers, agents, or authorized users;
- resulting from any receiving financial institution's failure to accept any payment or funds transfer request;
- resulting from any delay in the performance of this agreement, which is caused by an act of god, fire, or other casualty: electrical or computer failure, delays or failure to act by any carrier, medium or agent operating between Mills County State Bank and third parties, or any other condition outside of our control.

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

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

If we become liable to you for interest compensation under this agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the federal reserve bank in the district nearest to Mills County State Bank for each day interest is due, computed on the basis of a three hundred sixty-five (365) day year.

No third party will have rights or claims against Mills County State Bank or its service providers under this agreement. The terms of this section will survive termination of this agreement.

#### (F) Indemnification

Business Customer(s) and its Authorized Users will defend, indemnify and hold harmless Mills County State Bank and its Service Providers against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (I) the processing of any request received by Mills County State Bank through the Service, (ii) any breach of the provisions of this agreement (iii) any request for stop payment; (iv) any dispute between you and any third party in connection with the use of the Service; and (v) any and all actions, suits, proceeding, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive termination of this agreement.

### **23. Alterations and Amendments**

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

### **20. Electronic Disclosures**

We may deliver amendments to this agreement and other disclosures to you in an electronic format. Other

disclosures may include: monthly account statements, deposit account disclosures, notices regarding changes in account terms and fees, and privacy notices. The equipment necessary for accessing these types of disclosures electronically is described within this agreement in Section 8.

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

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

Mills County State Bank  
1017 Parker Street / PO Box 309  
Goldthwaite, TX 76844  
800-285-2216

In addition, you can request paper copies of documents through the Service free of charge. Additional fees for paper copies of account statements may be imposed depending on the type of account you have and/or the reason and frequency of your requests for paper copies.

You should print or save a copy of all disclosures delivered electronically.

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

When you enroll in the Service, we may send you a “Welcome” e-mail. We will also send you e-mails and/or secure messages through the Service regarding important Internet Banking and Bill Payment matters and/or changes to this agreement. You must provide us your current e-mail address for us to deliver this information to you. It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made either within the Service in the Options menu or by contacting our Internet Banking Department at Mills County State Bank, 800-285-2216.

Any changes to your Eligible Account(s), Payment Account, or Billing Account should also be made in accordance with the procedures outlined above. We are not responsible for any Bill Payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

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

In the event you wish to cancel the Service, please contact us via: U.S. mail, secure message within the Service, personal delivery, or by calling our Internet Banking Department at 800-285-2216.

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

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

Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Internet Banking or Bill Payment activity for a period of twelve (12) consecutive months, accessibility may automatically terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Internet Banking Department at 800-285-2216.

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

The service and related documentation are provided "as is", "as available" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Notwithstanding our efforts to ensure that the service is secure, we cannot and do not warrant that all data transfers via the service will be free from monitoring or access by others.

You are solely responsible for the maintenance, installations, and operation of your computer, software, and internet service. Neither this financial institution nor its service providers shall be responsible for any delays, errors, deletions, or failures that occur as a result of any malfunction of your computer, software, or internet service provider.

The foregoing shall constitute Mills County State Bank and its service provider's entire liability and your exclusive remedy. In no event shall Mills County State Bank or its service providers be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits or attorneys' fees (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the equipment, software, and/or your use of the service.

### **24. Assignment**

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

### **25. No Waiver**

Mills County State Bank and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **26. Captions**

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

### **27. Disputes**

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this agreement. You agree that this agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this agreement. If there is a conflict between what the employees of Mills County State Bank and/or its Service Providers, say and the terms of this agreement the terms of this agreement will prevail.

### **28. Waiver of Trial by Jury**

The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this agreement, or arising out of, under, or about this

agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. This provision is a material inducement for the parties entering this agreement.

### **29. Ownership of Material**

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

### **30. Governing Law and Relation to Other agreements**

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

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

Proceed with Enrollment for the Service.

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

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

If you click "cancel" you can still enroll at a later time by completing an application in one of our offices. You will still be asked to accept the terms and conditions of this agreement.