

## **Texas Exchange Bank Internet Access and E-Sign Agreement**

Welcome to Texas Exchange Bank Internet

Online Banking 24 hours a day

### **Texas Exchange Bank's Internet Access Agreement**

You agree that any information or disclosures or amendments to or under this Agreement or by law or regulation to this Agreement may be sent to you by mail or by posting on Texas Exchange Bank's Internet website at [www.txexbank.com](http://www.txexbank.com).

This Internet Access Agreement for accessing your accounts via Texas Exchange Bank Internet ("Texas Exchange Bank Internet") explains the terms and conditions governing internet services. The accounts that may be accessed via Texas Exchange Bank Internet include only accounts maintained with Texas Exchange Bank. By using Texas Exchange Bank Internet you agree to abide by the terms and conditions of this Internet Access Agreement. Texas Exchange Bank Internet will be governed by and interpreted in accordance with all applicable federal laws, regulations and the laws of the State of Texas. The following rules will apply to the extent there is not applicable federal law or regulation. The account or service you are accessing via Texas Exchange Bank will be governed by and interpreted in accordance with the laws of Texas. The terms "we", "us", "our", and "Bank" refers to Texas Exchange Bank. "You" refers to each signer on an account. The term "business day" shall mean every day except Saturdays, Sundays and federal holidays.

Texas Exchange Bank Internet can be used to access certain accounts through [www.txexbank.com](http://www.txexbank.com). The applicable Terms and Conditions of our Account Agreement (your "Terms and Conditions Disclosure Agreement") also governs each of your accounts at the Bank.

### **Accessing Your Bank Accounts through Texas Exchange Bank Internet**

#### **Requirements:**

To access your account through Texas Exchange Bank Internet you must complete an enrollment form online and have an eligible Bank Account (Checking Account, Money Market Account, Savings Account, Certificate of Deposit, and/or Loan).

All you need to get started is: Your personal information (Name, Social Security Number, and Email Address); Your Account Number; and Your Telebanc PIN – please call the Bank if you do not know the PIN. You will be prompted to choose your access ID and password - your password should be complex – and both should conform to the parameters displayed on the set-up page. Your password is case sensitive. Do not give your password to anyone or write it down where it could be accessible to another person. We strongly urge you to avoid using common and easy to decipher passwords such as birth dates, last names, account numbers or social security numbers. Do not store your password and access ID in the memory of your computer.

Please remember that at no time will an employee or officer of Texas Exchange Bank ever ask for you access ID or password. Do not give that information out to anyone representing themselves as a representative of Texas Exchange Bank.

When you give someone your Access ID and password, you are authorizing that person to use the service and you are responsible for all transactions the person performs using the service. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notified us are considered unauthorized. Notification must take place on a Business Day. You agree to assume responsibility for all transactions through the service with your Texas Exchange Bank Access ID and Password, up to the limits allowed by applicable law.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

#### **Device Management**

For optimum security, customers should routinely update their devices operating systems and firmware. Customers should also only access trusted sites and download applications from only reputable sources. Additionally, if any device such as a phone, laptop, tablet, etc.

is lost, customers should contact a representative at Texas Exchange Bank Immediately at 817-297-4331.

### **Bill Pay Service**

Bill Payment services are an optional service. You must select yes for bill payment on your initial online enrollment form, select "Bill Payments" once enrolled in online banking, or contact us at 817-297-4331 to subscribe to this service. Texas Exchange Bank's Bill Payment service is provided by CheckFree. Through CheckFree you can arrange for the payment of your current, future, and recurring bills up to the balance of your account. There is no limit to the number of payments that may be authorized. You may pay a merchant or an individual through CheckFree. CheckFree is unable to process any international payments.

Terms and Conditions for CheckFree will be provided prior to registering for Bill Payment. Once enrolled, for your convenience, the Terms and Conditions can be found at the bottom of CheckFree's home page for ease of reference.

Texas Exchange Bank reserves the right to terminate your use of CheckFree at any time.

THE BANK WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR ACCESS ID AND PASSWORD THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.

### **Fees**

There are no monthly fees for accessing your account(s) through Texas Exchange Bank Internet. Other fees are described in your Terms and Conditions Disclosure Agreement for your account. For example, Stop Payments are \$25.00 each. The basic Bill Payment feature is available at no charge. – once in the bill pay system any fees that apply are displayed before completion of the applicable transaction. You are not required to subscribe to the Bill Payment option.

Please note that fees may be assessed and billed separately by your online service provider.

### **Payment**

You agree to pay promptly all fees and charges for services provided under this agreement and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify us and identify a new payment account for the selected services. Additionally, if you close all your accounts, you must notify Customer Service to cancel your Texas Exchange Bank Internet services.

Your Texas Exchange Bank Internet services may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, Texas Exchange Bank Internet services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call Customer Service at: (817) 297-4331.

### **Hours of Accessibility**

You can access your accounts through Texas Exchange Bank Internet seven days a week, 24 hours a day. However, at certain times, some or all of the services may not be available due to system maintenance. During these times, you may use Texas Exchange Bank Telephone Banking or our ATM to conduct your transactions.

A transfer initiated through Texas Exchange Bank Internet by 5:00 p.m. (Central Time) on a business day is posted to your account the same day. All transfers completed after 5:00 p.m. (Central Time) on a business day or on a Saturday, Sunday, or banking holiday will be posted on the next business day.

Every day is a business day except Saturdays, Sundays, and federal holidays.

## Recommendations

Security Software: All computers that access the internet are potential targets for thieves to gain access to your personal information. Texas Exchange Bank recommends that online banking users install anti-virus and firewall software on your computer and that the software automatically updates.

## Terms and Conditions

The first time you access any of your accounts through Texas Exchange Bank Internet confirms your agreement to be bound by all the terms and conditions of this Online Access Agreement and acknowledges your receipt and understanding of this disclosure.

Texas Exchange Bank is entitled to act on instructions received through Texas Exchange Bank Internet under your password and without inquiring into the identity of the person using that password. However, do not, under any circumstances, disclose your password by telephone or to anyone claiming to represent Texas Exchange Bank. Texas Exchange Bank employees do not need and should not ask for your password. You are liable for all transactions made or authorized using your password. Texas Exchange Bank has no responsibility for establishing the identity of any person using your password. If despite Texas Exchange Bank's advice, you give your password to anyone, you do so at your own risk since anyone to whom you give your Texas Exchange Bank Internet password or other means of access will have full access to your accounts even if you attempt to limit that person's authority. You must notify Texas Exchange Bank that your password has been lost or stolen or otherwise compromised and should not be honored and must be disabled.

You are liable for all transactions that you or if you are using a joint Bill Payment Account, any of you, make or authorize, even if the person you authorize exceeds your authority. You hereby release Texas Exchange Bank from any liability and agree not to make any claim or bring any action against us for honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your account(s) and/or you have given your password to such person, or in the case of a jointly held account such person is one of the owners of the account, You agree to indemnify Texas Exchange Bank and hold it harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from any such claims or actions.

Texas Exchange Bank has the right to modify or terminate this agreement at any time. We will comply with any notice requirements under applicable law for such changes or termination. If we terminate this Agreement, no further Texas Exchange Bank Internet transfers or bill payments will be made, including but not limited to any payments or transfers scheduled in advance or any pre-authorized recurring payments or transfers. If we modify this Agreement your continued use of Texas Exchange Bank Internet will constitute your acceptance of such changes in each instance,

Persons listed on a profile will only be able to access accounts for which they are designated as an owner or signer. The number of transfers from a savings account and money market account is limited as described in the applicable Terms and Conditions Disclosure Agreement. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

In case of questions or errors about online funds transfers or bill payments made through Texas Exchange Bank Internet involving a Bank account, you should do one of the following:

- Call Customer Service at (817) 297-4331.
- Write to Texas Exchange Bank, Customer Service – P. O. Box 605, Crowley, TX 76036, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need more information about a transaction listed on the statement or transaction record.
- We must hear from you no later than sixty (60) days after we have sent the first paper or you view it on your online statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- When you tell us about the problem, please:
  - Tell us your name and account number.
  - Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is in error or why you need additional information.

- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us, the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.

We will determine whether an error occurred within ten (10) business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within 10 business days we may not credit your account while we complete our investigation. We will tell you the results of our investigation within three business days after we complete our investigation. If we decide that there was not an error, we will send you a written explanation. You may ask for copies of the documents used in our investigation.

If we do not complete a transfer to or from your Bank account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided elsewhere in this Agreement. However, there are some exceptions. We will not be liable:

- If a legal order directs us to prohibit withdrawals from the account.
- If your account has been frozen.
- If your account is closed.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly and you knew about the breakdown when you started the transfer.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using Texas Exchange Bank Internet service.
- If, through no fault of ours, you do not have enough money in your account to make a transfer or bill payment.
- If circumstances beyond our control (such as flood, fire or improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us.

Texas Exchange Bank cannot be responsible for customer errors or negligent use of Texas Exchange Bank Internet service and will not cover losses due to:

- Input errors or misuse of the online service.
- Negligent handling or sharing of passwords leading to an unauthorized access to your accounts.
- Leaving your computer unattended during an Online Banking session – you must “Sign Off/Log Off” to end your session.
- Failure to report known incidents of unauthorized account access within 2 business days.

### **E-Sign Customer Agreement**

Congress enacted the Electronic Signatures in Global and National Commerce Act (E-Sign Act) to ensure the legality of electronic contracts. Before obtaining products or services electronically through Texas Exchange Bank read this agreement.

The undersigned agrees to the following provisions regarding e-banking services received from Texas Exchange Bank:

1. Except for online statements, which require an additional enrollment, all of the disclosures, records and other information being provided to you may be in electronic form. Information provided in electronic form will not be distributed in paper unless you contact *New Accounts at (817) 297-4331 or P O Box 605, Crowley TX 76036* and request a paper version of a particular document. You may be subject to a fee for such request unless prohibited by applicable law. Fees for this service were included on your initial disclosure and application for e-banking services.

2. Your consent covers all your transactions relating to the product or service that you agree to obtain electronically.
3. You have the right to withdraw your consent at any time and at no cost to you. If you withdraw your consent, we may terminate your access to e-banking services, such as bill-pay or other online services. Further, if you withdraw your consent, your bank statements will no longer be available online. Rather, we will begin to mail paper copies to you.
4. If you wish to withdraw your consent, you must contact *New Accounts at (817) 297-4331 or P O Box 605, Crowley TX 76036*.
5. You must notify us about any change in your e-mail address. You may do so online by e-mailing us at *customerservice@txexbank.com*, by phoning us at *(817) 297-4331*, by writing to us at *P O Box 605, Crowley TX 76036* or by clicking on "change customer profile" on our e-banking site.
6. Below are the requirements for access to and retention of the information being provided to you in electronic form: We will notify you whenever we change or revise these requirements. At that time, you will have the right to withdraw your consent at no cost to you. However, withdrawing your consent will terminate your use of the product or service that you have agreed to obtain electronically.

**Minimum Software Requirements**

- Browser
  - Apple Safari 13.0 or newer
  - Google Chrome (current release)
  - Microsoft Edge
  - Mozilla Firefox (current release)

**Minimum Hardware Requirements**

- Operating System
  - Mac OS X 10.9 or newer
  - Microsoft Windows 7 Service Pack 1 or newer
- Processor
  - 2 GHz (or greater)
- Memory
  - 1 GB (or greater)

Your access to this page verifies that your system/device meets these requirements.