

# **COMMERCIAL STATE BANK**

## **INTERNET BANKING AGREEMENT**

### **ELECTRONIC FUND TRANSFERS**

#### ***Type of Transfers***

You may access your accounts by computer using your personal identification number (PIN) and your account number to: transfer funds from checking to checking - transfer funds from checking to savings, money market - transfer funds from savings, money market to checking - transfer funds from savings, money market to savings, money market - make payments from checking to loan accounts with us - make payments from savings, money market to loan accounts with us - get information about checking, savings, money market account balances, deposits and withdrawals in the last statement cycle, and account balance of certificates of deposit and loans.

#### ***Limitations on Frequency of Transfers***

Transfers from a savings or money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfers are limited to six per month with no more than three by check draft, debit card or similar order to third parties.

For security reasons there are other limits on the number of transfers you can make by computer.

#### ***Periodic Statements***

You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month, in any case, you will get a statement at least quarterly.

#### ***Your Rights and Liabilities***

Security of your transactions is important to us. Use of the Internet Banking services will therefore require a PIN or password. If you lose or forget your PIN or password, please call 432-523-3440 during normal business hours. We will accept as authentic any instructions given to us through the use of your password or PIN. You agree to keep your PIN and password secret and to notify us immediately if your PIN or Password is lost or stolen or if you believe someone else has discovered your PIN or password. You agree that if you give your PIN or password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the Internet Banking services. You may change your password at any time by using TeleBank. We may be liable for certain security breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to (1) monitor and/or record all communications and activity related to the Internet Banking services; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you).

You agree that our records will be final and conclusive as to all questions concerning whether or not your PIN or password was used in connection with a particular transaction.

If any unauthorized use of your PIN or password occurs you agree to (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds.

Notify us immediately if you believe your PIN or password has been lost or stolen. Telephoning is the best way to keep your possible losses down. You could lose all of the money in your account (plus your maximum line of credit). If you tell us within two (2) business days you can lose no more than \$50.00. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your PIN or password, and we can prove we could have stopped someone from using your PIN or password without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within thirty (30) days after the statement was mailed to you, you may not get back any funds you lost after the 30 days if we can prove that we could have prevented someone from taking the funds if you had told us in time. If you believe your PIN or password has been lost or stolen or that someone has transferred or may transfer money from your

account without your permission, call 432-523-3440 during normal business hours.

## **WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PINS OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL**

### **Error Resolution Notice**

In case of errors or questions about your electronic transfers call us at 432-523-3440 or write us at: Commercial State Bank, P.O. Box 309, Andrews, Texas, 79714 Attn: Electronic Banking

Notify us immediately if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 30 days after we sent the FIRST statement on which the problem or error first appeared.

(1) Tell us your name and account number.

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for new accounts or point-of-sale or foreign-initiated transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days for new accounts) 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 or question in writing and we do not receive it within 10 business days, we may not credit your account for 30 days after the first deposit is made.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

### **Confidentiality**

We may disclose information to third parties about your account or the transactions you make:

- a) where it is necessary for completing transactions or resolving errors involving the Services; or
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant; or
- c) in order to comply with government agency rules, court orders, or other applicable law; or
- d) to our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law; or
- e) if you give us permission.

### **Limitation of Liability**

Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special, or consequential, caused by the Internet Banking service or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC equipment.

### **Waivers**

No waiver of the terms of this Agreement will be effective, unless in writing and signed by an officer of this bank.

### **Assignment**

You may not transfer or assign your rights or duties under this Agreement.

### **Governing Law**

The laws of the State of Iowa shall govern this Agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this Customer Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

### **Indemnification**

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

Commercial State Bank

P.O. Box 309

Andrews, Texas 79714