



In style since 1868

This **NetTeller** Agreement and Disclosure (the "Agreement") Is between STATE BANK and each consumer who has applied for, been approved for, and enrolled in our NetTeller service, or any person authorized by the consumer to use the consumer's NetTeller service, and sets forth the terms governing the provisions of Internet banking services to you. By completing and signing the STATE BANK NetTeller Internet Banking Application form, or by completing and submitting the STATE BANK NetTeller Online Application form via the Internet, you have agreed to be bound by the terms and conditions of this Agreement, as it may be amended from time to time. This Agreement describes your and our rights, responsibilities and obligations with respect to NetTeller services, and supplements the electronic funds transfer agreements and disclosures that you received previously when opening your STATE BANK depository account and/or contracting for other types of electronic funds transfer access for those accounts. In this Agreement, the words "you" and "your" mean those who submit a STATE BANK NetTeller Online Application via the Internet, or sign as applicants on our NetTeller Application form and any person authorized by an applicant to use the applicant's NetTeller Service. The words, "we", "us" "our", and "Bank" mean STATE BANK and any agent, independent contractor, designee, or assignee that we may, in our sole discretion, involve in the provision of online services, including but not limited to Jack Henry & Associates, Incorporated and Metavante. Other definitions may appear within the text of this Agreement. The terms "designated account(s)" and "account(s)" mean your accounts with us that you designate on your application form for NetTeller access.

#### **Eligibility**

In order to be able to access our **NetTeller** Service, you must have at least one account with us. We will assign to you a NetTeller customer identification number and give you instructions to activate your personal identification number ("PIN"), which you must use to access NetTeller. We may require you to change your PIN from time to time for security purposes. **You should keep your PIN in a secure location. Any person having access to your NetTeller customer ID number and PIN will be able to access NetTeller and perform all transactions, including reviewing your account information and making transfers between your accounts with us.**

#### **Linking Your Accounts**

You can use **NetTeller** to access as many of your accounts with us as you designated on your NetTeller Internet Banking Application.

#### **Access**

**NetTeller** is generally accessible 24 hours a day, seven days a week, except for reasonable periods from time to time for system maintenance and daily updates. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts.

We may modify, suspend or terminate access to **NetTeller** services at any time and for any reason without prior notice, unless such notice is required by law.

#### **Disclaimer of Liability**

Neither we nor any of our subsidiaries or information providers are liable to you for any computer virus that may be attributable to the services provided in connection with

**NetTeller** services.

**NetTeller Services Offered**

At the present time, you may use **NetTeller** to:

- Transfer funds between your designated accounts.
- View the balances of your designated accounts.
- Review recent transactions in your designated accounts.
- Place stop payment orders on checks drawn against or automatic withdrawals from your designated accounts.
- Download information about your designated accounts to financial money management software.
- Communicate with us via e-mail.

Your account records are updated at the close of each business day to reflect credits and debits that are posted to your account that day. Therefore, when you use **NetTeller** to access your designated account, your account balance **may not** reflect deposits and/or withdrawals that have been made since your account records were last updated.

**Limitations**

For security purposes, we may from time to time establish limits on the dollar amount of electronic funds transfers you may make each day that are different from those set forth below. These limits may vary according to the manner in which such transfers are made. If we make a change which results in stricter limits on the dollar amount set forth below or any other change about which, by law, we are required to give you notice, we will provide you with a written notice of the stricter limits or other change. The current limitations are:

- There are no limits on the number of balance inquiries, or number or dollar amount of transfers you may make via **NetTeller** in a single day. However, transfers from some types of accounts are restricted by federal law or by our design of the product. Refer to your account agreement for further information regarding these limitations.
- The amount of **NetTeller** transfers that you may make is limited by the available balance in the account you wish to transfer from, including any funds available through overdraft privileges you may have with us. If you request a transfer that exceeds the funds available in the account from which a transfer is being made, we will not be required to honor the transfer request. However, if we, in our sole discretion, choose to make a requested transfer that exceeds the funds available in the account, that account will be subject to our current fee for processing items drawn against nonsufficient funds.
- Transfers may also be limited by legal processes or other claims restricting such transfers.
- Transfer instructions received by us Monday through Friday, excluding holidays, before 5 PM Central Time will be credited/debited to your designated accounts on that business day, assuming that you have sufficient available funds. Transfers processed after that time or on a weekend or holidays will be credit/debited on

the next business day.

### **Fees and Charges for NetTeller Transactions**

- There is no charge for the **NetTeller** service or transactions.
- However, fees and charges for other services may apply to **NetTeller** transactions (including but not limited to fees for processing insufficient funds items and stop payment orders).

### **Your Rights and Responsibilities**

#### *a. Authorized Use by Others*

You are responsible for keeping your customer ID number, PIN and account data confidential. We are entitled to act on transaction instructions received using your customer ID number and PIN, and you agree that the use of your customer ID number and PIN will have the same effect as your signature authorizing the transaction. If you authorize other persons to use your customer ID number and PIN in any manner, your authorization will be considered unlimited in amount until you have notified us in writing that you have revoked your authority, and you are responsible for any transactions made by such person until you notify us that transfers by that person are no longer authorized by you.

#### *b. Reporting any Unauthorized NetTeller Transactions*

Tell us AT ONCE if you believe your **NetTeller** customer ID number or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission or if you suspect any fraudulent activity on your account. Telephoning is the best way of keeping your possible losses down. To notify us about your lost customer ID or PIN or about unauthorized transfers from your account, call (800) 879-0489 anytime, 24 hours a day, 7 days a week; or write to us at: **NetTeller Internet Banking, STATE BANK, P. O. Box B, La Grange, TX 78945**. You could lose all the money in your accounts (plus your maximum overdraft privilege amount).

If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your customer ID number or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your customer ID number or PIN, and we can prove that we could have stopped someone from using your customer ID number or PIN 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 sixty (60) days after the first statement showing such a transfer was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

#### *c. "Right to Stop Payment and Procedure for Doing So.*

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: call us at (800) 879-0489 or

write us at State Bank, P.O. Box B, La Grange, TX 78945, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you \$25.00 for each stop payment order you give."

d. *"Notice of Varying Amounts.*

If these regular payments may vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set."

e. *"Liability for Failure to Stop Payment of Pre-authorized Transfer.*

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages."

**Business Days**

For purposes of this Agreement, our business days are Monday through Friday. Holidays are not included.

**Documentation**

a. *Confirmation Number:*

A confirmation number will be assigned to each **NetTeller** funds transfer at the time you submit the request. You are encouraged to document the number provided for future reference.

b. *Periodic Statement:*

You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case, you will get a statement quarterly. All **NetTeller** transfers effected during that statement period will be reflected on your statement.

c. *Direct Deposit:*

If you have arranged to have direct deposits made to your designated account at least once every sixty (60) days from the same person or company, you can call us at (800) 879-0489 or use **NetTeller** to find out whether or not the deposit has been made.

**Our Liability for Failure to Make Transfers**

If we do not complete a transfer to or from your designated account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions to our liability for processing **NetTeller** transactions on your account(s). We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough money in your designated account to make the transfer.
- If the money in your designated account is attached, subject to legal process or other claim restricting such transfer.

- If the transfer would go over the credit limit on your overdraft line.
- If the electronic device (telephone, computer, modem, or other) or communication line, circuit, network or service used to connect and/or provide instructions to us was NOT working properly and you knew about the malfunction or breakdown when you started the transfer request.
- If circumstances beyond our control (such as fire, flood, malfunction in computer or communications equipment or malfunction or disruption of telephone line service) prevent the completion of the transaction despite reasonable precautions that we have taken to avoid these circumstances.
- If we believe in good faith that a breach of security has occurred, or is occurring, involving your designated account(s) or any aspect of your utilization of **NetTeller** services and we take immediate steps to notify you.
- If there are any other exceptions available to us, either by contract, by agreement or by state, including the terms of this Agreement or any other agreements between you and us, with respect to your account(s). There may be other exceptions stated throughout this Agreement.
- If you did not receive a **NetTeller** confirmation number for a transfer request.

You agree to abide by and be bound by all applicable limitations. In addition, if such failure is not intentional and results from a bona fide error, notwithstanding procedures to avoid such error, our liability shall be limited to the actual losses or damages proved.

**In Case of Errors or Questions About Your Electronic Transfers**

Telephone us at (800) 879-0489, or write to us at the address shown below as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement:

**STATE BANK**

P. O. Box B  
La Grange, TX 78945

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- 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.
- 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 ten (10) business days.

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. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will recredit your account within ten (10) business days for the amount you think is in error, so that you will have the 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 ten (10) business days, we may not recredit your account.

If we decide that there was no error, we will send you a written explanation of our findings within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If a notice of error involves an electronic funds transfer that was initiated in a foreign location, the applicable time periods for action shall be twenty (20) business days in place of ten (10) business days, and ninety (90) calendar days in place of forty-five (45) calendar days.

**Confidentiality**

We will disclose information to third parties about your account or the transfers you make:

- To complete transfers as necessary;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau, or merchant; or
- To comply with government agencies or court orders; or
- If you give us your written permission; or
- As otherwise provided in other agreements you have with us regarding your account(s).

### **Personal Identification Number (PIN)**

The **NetTeller** customer ID number and PIN are for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded or saved on a computer or other online system. You are responsible for safekeeping your customer ID number and PIN. You agree not to disclose or otherwise make your **NetTeller** Customer ID number or PIN available to anyone not authorized to sign on your designated accounts.

### **Notices**

All notices from us will be effective when we have mailed them or delivered them to your last known address in our records. Notices from you will be effective when received by us at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which the **NetTeller** service is offered. We will mail a notice to you at least thirty (30) days before the effective date of any change when required by law to do so. Use of **NetTeller** is subject to existing regulations covering your designated accounts and any future changes to those regulations.

### **Enforcement**

In the event that we bring a legal action to enforce this Agreement, or collect amounts owing as a result of any account transaction, you agree to pay any reasonable attorneys' fees and costs that we may incur, including fees on any appeal, subject to any limits under applicable law.

### **Termination of NetTeller Services**

You agree that we may terminate this Agreement and your use of **NetTeller** Services via the Internet if:

- You or any authorized user of your **NetTeller** PIN breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your **NetTeller** Customer ID number or PIN;
- We notify you or any other party to your designated account that we have cancelled or will cancel this Agreement.
- You or any other party to your designated account can terminate this Agreement by notifying us in writing. You must notify us at least ten (10) business days before the date on which you wish to have **NetTeller** terminated.

Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

You may add or remove a designated account (cannot terminate the service) to the **NetTeller** service by calling 800-879-0489.

### **Other Provisions**

#### *a. Availability:*

There may be a delay between the time a deposit is made and when it will be available for withdrawal or transfer. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse to complete any **NetTeller** transaction that would

draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

b. *Electronic Notice:*

We may send notices to you by electronic mail (e-mail). You may use electronic mail (e-mail) to contact us about inquiries, maintenance and/or some problem resolution issues. However, e-mail may not be a secure method of communication; therefore, we recommend that you not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone immediately (especially to report a lost or stolen PIN or to stop a payment). In these cases **do not use e-mail**. Instead call us at (800) 879-0489.

c. *New Services:*

We may introduce new **NetTeller** services from time to time and by using these new services after they become available, you agree to be bound by all terms and conditions applicable thereto.

d. *Ownership of Website:*

The content, information and offers on our website are copyrighted by STATE BANK, and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

e. *Governing Law:*

This Agreement will be governed by and construed in accordance with the laws of the State of Texas. Your existing account relationships will continue to be governed by and construed in accordance with the laws as disclosed in such account agreements.

f. *Headings:*

The headings used in this Agreement are for convenience only and shall not be held to limit or affect the terms of this Agreement.

g. *Scope of Agreement:*

This Agreement represents our complete agreement with you relating to our provision of **NetTeller** services. No other statement, oral or written, including language in our website, unless otherwise noted, is part of this Agreement. However, please refer to your Deposit Account Agreement and Disclosure and other disclosures including Truth-in-Savings disclosures, funds availability policy disclosure, and rate and fee schedule for additional information and provisions relating to your account.