



**Internet Banking Agreement**  
**Electronic Fund Transfers**  
[www.ballignernationalbank.com](http://www.ballignernationalbank.com)

**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.

**You 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 (325)365-3512 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 the website. 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 sixty (60) days after the statement was mailed to you, you may not get back any funds you lost after the sixty (60) 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 (325)365-3512 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 (325)365-3512 or write us at: Ballinger National Bank P.O. Box 660, Ballinger, Texas 76821

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 60 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 on 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 provisionally credit your account until receipt of written verification.



We will tell you the results within three (3) 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;
- 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 Texas shall govern this Agreement and all transaction 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.

**Ballinger National Bank  
900 Hutchings Avenue  
P.O. Box 660  
Ballinger, TX 76821**



## Ballinger National Bank

### Electronic Communications Disclosure

We are required by law to give you certain information “in writing” – which means you are entitled to receive it on paper. We may provide this information electronically, instead, with your prior consent. We also need your general consent to use electronic record and signatures in our relationship with you. So, before we can provide disclosures for Electronic Services or other services you must review and consent to the terms outlined below.

In this consent:

- “We,” “Us”, “Our” and “Ballinger National Bank” means Ballinger National Bank, and each and every current and future affiliate of Ballinger National Bank
- “You” and “Your” means the person giving the consent, and also each additional account owner, authorized signer, authorized representative, delegate, product owner and/or service user identified on any Ballinger National Bank product that you apply for, use or access.
- “Communications” means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request.
- “Electronic Service” means each and every product and service we offer that you apply for, own, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or hand – held devices), either now or in the future.
- “Ballinger National Bank” means each and every account, product or service we offer that you apply for, own, use, administer or access, either now or in the future. Ballinger National Bank Products include Electronic Services.
- The words “include” and “including,” when used at the beginning of a list of one or more items, indicates that the list contains examples – the list is not exclusive or exhaustive, and the items in the list are only illustrations. They are not the only possible items that could appear in the list.

**1. Your consent to use electronic records and signatures; Choosing to receive Communications electronically or in writing; certain information must still be provided in writing.**

In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form (“Electronic Record”). We may also use electronic signatures and obtain them from you as part of our transactions with you.

At our discretion we may always provide you with any Communication in writing. Even if you have chosen to receive it electronically.



**2. Your option to receive paper copies.**

If you want to receive paper copies, you may contact us to request paper copies. You may have to pay a fee for the paper copies unless charging a fee is prohibited by applicable law. You may refer to our account fees and disclosures to see any additional fees.

**3. Your consent covers all Ballinger National Bank Products**

Your consent covers all communications relating to any Ballinger National Bank Products. Unless you give us notice that you are opting out of receiving electronic communication.

If you ever decide to obtain a new product from us then we may remind that you have already provided us your consent to use electronic communications. If you choose to not use electronic communication in connection with the new product or service, your decision does not mean you have withdrawn this consent for any other Ballinger National Bank Product.

**4. You may withdraw your consent at any time**

You have the right to withdraw your consent at any time.

Your withdrawal of consent will become effective after we have a reasonable time to process your request.

If you withdraw your consent we may charge higher or additional fees depending on which products or services related to it.

To withdraw your consent

- If you are enrolled in online banking, you may contact us at 1-325-365-3512 or by bank's online banking secure messaging.
- If you are not enrolled in online banking, you may contact us at 1-3325-365-3512 or by fax 1-325-365-2728.

**5. You must keep your email current with us**

You must notify us of any change in the way you receive communication.

This includes email address, mobile phone number where you receive SMS text messages, or mailing address.

**6. Hardware and Software Requirements**

You may be able to access Ballinger National Bank's online services using other hardware and software, your personal computer needs to support the following requirements:

Online Banking:

Such operating systems as

Windows NT, 2000, ME, XP, Vista, or Win 7

Macintosh OS 10.x



Access to the Internet and an Internet Browser that supports HTML 4.0 and 128bit SSL encryption and Javascript as:

For PC using Windows NT, 2000, ME, XP, Vista, or Win 7

Microsoft Internet Explorer 7.0 and higher

Firefox 3 and higher

Chrome 3.0 and higher

For Macintosh using OS 10.x

Safari 3.0 and higher

Firefox 3 and higher

Chrome 4.0 and higher

To print or download electronic communications you must have a printer connected to your computer or sufficient hard-drive space (approximately 1 MB) to store electronic communications.



## Bill Payments

You may make payments through Bill Payment Service ("SERVICE") to any business, person or professional ("PAYEE") that has an address which can be verified. Bill Payments ("BILL PAYMENTS") may be made only to Payees with a United States payment address. SERVICE reserves the right to refuse to accept any bill payment transaction. BILL PAYMENTS for alimony, child support, taxes, government fees, or court ordered payments are not always accepted. You can make these payments, but SERVICE does not guarantee that it will be accepted or posted in a timely fashion. You must do so at your own risk.

- a. BILL PAYMENTS will be sent to the PAYEE either electronically or by paper check mailed to the PAYEE via the U.S. Postal Service. The choice of electronic or paper check is solely at the discretion of SERVICE. Checks, electronic payments, and withdrawal orders of any kind can be drawn on your Account in any order. You should be aware that other transactions (such as ATM, telephone banking, on-line transfers or in-branch withdrawals) may affect the amount of funds available to make your payment.
- b. When you schedule a bill payment transaction, you authorize Ballinger National Bank the Financial Institution or FI to reduce the Account balance accordingly. If the available balance in the Account is not sufficient to make payments you have authorized, FI may either refuse to pay the item or make the payment and thereby overdraw the account. In either event, you are responsible for any insufficient funds and overdraft charges that may be imposed, as stated in the FI's fee and disclosure statements. FI reserves the right to refuse to honor payment requests that may reasonably appear to be fraudulent or erroneous.
- c. When a BILL PAYMENT is scheduled, an estimated delivery date is given, based on the method of delivery being used to make the payment. However, payments should be scheduled at least five (5) business days before the business day on which a bill payment is due to ensure that SERVICE has sufficient time to process and deliver the payment. SERVICE is not responsible for payment delivery delays caused by the U.S. Postal Service or for payment processing delays after the PAYEE has received the payment. Any charges imposed as a result of your failure to transmit bill payment transactions at least five (5) business days before a payment is due are your responsibility. SERVICE's responsibility for any late payment beyond this timeframe is strictly limited to the late charge only, up to a MAXIMUM of \$50. The SERVICE is not responsible for finance charges, interest, indirect, incidental, special or consequential damages related to the late payment.
- d. SERVICE may be used to authorize automatic recurring BILL PAYMENTS of repetitive bills. You may schedule recurring payments to be automatically initiated for a fixed amount on a weekly, biweekly, monthly, quarterly or annual basis. The day on which the payment is to be sent is referred to as the "Date/Recurrence." If the payment date/recurrence is scheduled for a non-business day, it will be processed on the **prior** business day.

## ACH, Transfers, Person-to-Person, and other Electronic Payments

You may make other electronic payments through SERVICE to any business, person or professional. Electronic Payments ("e-PAYMENTS") may be made only to Payees with a United States, if the necessary information needed for the delivery method is entered. SERVICE reserves the right to refuse to accept any e-PAYMENT transaction.

- a. e-PAYMENTS will be sent to the PAYEE either electronically via Automated Clearing House or by some other electronic delivery method. The choice of delivery method is solely at the discretion of SERVICE. Checks, electronic payments, withdrawal tickets or instruments can be drawn on your Account in any order. You should be aware that other transactions (such as ATM, telephone banking, on-line transfers or in-branch withdrawals) may affect your Account Balances



- b. When you schedule an e-PAYMENT transaction, you authorize FI to reduce the Account balance accordingly. If the available balance in the Account is not sufficient to make payments you have authorized, FI may either refuse to pay the item or make the payment and thereby overdraw the account. In either event, you are responsible for any insufficient funds and overdraft charges may be imposed, as stated in the FI's fee and disclosure statements. FI reserves the right to refuse to honor payment requests that may reasonably appear to be fraudulent or erroneous.
- c. When an e-PAYMENT is scheduled, an estimated delivery date is given, based on the method of delivery being used to make the payment. All payments should be scheduled to allow 1 additional day beyond the estimated delivery date for the PAYEE to post the payment. You are responsible for any charge that may be imposed as a result of your failure to allow for additional day. SERVICE's responsibility for any late charges is strictly limited to the late charge only, up to a MAXIMUM of \$50. The SERVICE is not responsible for finance charges, interest, indirect, incidental, special or consequential damages related to the late payment.

SERVICE may be used to authorize automatic recurring e-PAYMENTS of repetitive bills. You may schedule recurring payments to be automatically initiated for a fixed amount on a weekly, biweekly, monthly, or quarterly. The day on which the payment is to be sent is referred to as the "Date/Recurrence." If the payment date/recurrence is scheduled for a non-business day, it will be processed on the previous business day.

#### **Stopping BILL PAYMENTS or e-PAYMENTS**

The following steps may be taken to delete or stop pending BILL PAYMENTS or e-PAYMENTS:

- a. **Deleting Payments.** If you have scheduled a BILL PAYMENT OR e-PAYMENT and would like to cancel the payment, you must do so before the payment is processed. The time varies based on the settlement method being used for the payment. If you cannot access the on-line banking service to request that the payment be deleted, please contact the FI for further assistance, prior to the cut-off time.
- b. **Liability for Failure to Delete a Payment.** You cannot delete or cancel a payment after it has been processed. FI is liable, only if you notify FI at least one (1) business day or more before the scheduled payment date. Otherwise, FI is not responsible for any indirect, incidental, special or consequential damages, except to the extent such limitation of liability is not permitted by law.
- c. **Stopping Payments.** Once the on-line payment has been processed, you CANNOT delete or stop BILL PAYMENTS settled electronically, or e-PAYMENTS. You *may* be able to stop a BILL PAYMENT only if it has been paid by paper check. To stop an on-line paper payment, contact the FI's customer service department at 900 Hutchings Ave. Ballinger, TX 76821, phone (325) 365-3512, fax (325) 365-2728 or through online banking secure message system. The FI *will only be able to stop the on-line check payment if the paper check has not cleared and is able to process the stop payment request before the check clears.* To be effective, this type of stop payment request must precisely identify the name of the Payee, the Payee-assigned account number, payment amount and date you scheduled the payment to be processed. If you call, Financial Institution will also require you to put your request in writing and get it to Financial Institution within fourteen (14) calendar days after you call. Financial Institution will charge your account our regular fee for each stop payment order you give. Financial Institution will not be responsible for failing to act on a stop payment if you do not give Financial Institution the correct Payee information or if Financial Institution do not have a reasonable opportunity to process the stop payment order.

#### **Fees for Bill Pay/ Mobile Picture Pay**

The fees for this service will be \$5.00 per month





**APPLICATION FOR INTERNET BANKING**

[www.ballignationalbank.com](http://www.ballignationalbank.com)

To enroll for Ballinger National Bank Internet Banking, please complete and sign this application and return it to Ballinger National Bank.

The Bank must receive this signed application before we can process your request.

Name \_\_\_\_\_

Social Security # \_\_\_\_\_ (of first name on account)

Email Address \_\_\_\_\_

By signing below, I am applying for Internet Banking service with Ballinger National Bank. I authorize the Bank to charge my account for any transactions made through the use of the Internet Banking service, including the amount of any recurring payment or transfer that I make. I agree that sufficient funds must be available in my account on the date I schedule payments or transfers to be made using the Internet Banking service. I acknowledge receipt of the Internet Banking Agreement, that I understand the terms and conditions set forth therein, and agree to be bound by them.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Please list other names, SS#'s and accounts you wish to affiliate or link to this account.

\_\_\_\_\_  
\_\_\_\_\_

Please check this box if you do not wish to receive electronic communications