

Dilley State Bank RETAIL (Personal) ONLINE BANKING AGREEMENT - GENERAL TERMS AND CONDITIONS

1) Applicability

This Agreement and Initial Disclosures (the "Agreement") governs your use of online banking. By subscribing to online banking or using online banking, you agree to the terms of this Agreement. Please read this Agreement carefully and in its entirety. We suggest that you print a copy of this Agreement. We also suggest you print and read the disclosures entitled "Protecting Yourself Online" and "Corporate Account Take Over" for ways to protect your accounts when transacting business on the Internet.

2) Account Access

Subject to limitations discussed below and on Online Banking screens, you may use Online Banking to:

- a. View current balance information for your linked Dilley State Bank checking, money market, savings, CD, IRA, or loan accounts.
- b. Review cleared and pending transactions for your linked checking, money market deposit, and savings accounts.
- c. Transfer funds between your linked Dilley State Bank accounts, including making a payment to a linked loan.
- d. View check images and monthly checking and savings statements.
- e. Print copies of paid checks and copies of monthly checking or savings statements, and request a stop payment on a check.

We may expand or restrict the uses of Online Banking.

3) Joint Accounts

When your online banking service is linked to one or more joint accounts, we may act on the verbal, written instructions of any joint owner.

4) Accounts Linked to Your Online Banking Services

When you first set up your online ID, we will link all of the personal accounts on which you are an owner. If you want to limit the accounts linked or add authorized accounts, please call our office and a customer service representative will identify the best options for you.

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5) Fees

You should note that **you might incur charges** for:

- Normal account fees and service charges.
- Any Internet service provider fees.
- Payments or transfers made through online banking services from a savings or money market account may result in an excess transaction fee. See your savings or money market account for details.
- Additionally, fees may be assessed for added self service features available through online banking customer service, such as stop payment requests. Please consult your current fee schedule to see if your accounts are subject to these fees. You may find our current fee schedule at www.dilleystatebank.com or by calling our office at 830-965-1511 to request a copy.
- Standard fees from your mobile phone carrier for mobile banking text messages sent at your request.
- An overdraft fee or returned item fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled.

You **will be assessed fees** for the following:

- For POP Money Services initiated through CheckFree Bill Payment services;
 - To send money (3-day delivery)
 - To send money (next day delivery)
 - To request money (3 day delivery)
 - POP Money Stop Payment
- POP Money E-Greetings
- For Account to Account Transfers (A2A) initiated through CheckFree Bill Payment services;
 - For outgoing transfers
 - There will be no charge for incoming transfer requests
- For CheckFree Bill Payment services;
 - For an Overnight Check Request
 - For a Same Day Bill Payment Request

Current schedule of fees for the services listed above are found at our website at www.dilleystatebank.com.

- **You will be charged a Stop Payment Fee when you initiate a Stop Payment Request through Online Banking against a check drawn on your account.** Stop payments must be received by

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3:00 pm Monday through Friday for same day processing. Stop Payment Orders received after 3:00 pm Monday through Friday, over the weekend, or on a Federal Holiday, will be processed the following business day. **Stop Payments in Online Banking are limited to stopping payment on a single check.** You must call the bank to place any other type of stop payment against a series of checks or on an ACH payment. Once your stop payment request has been made, a member of our staff will research to see if the check has already posted. If the item has previously posted on your account, we **will not** place the stop payment on your account. We will advise you by phone. If unable to reach you by phone, we will contact you by mail. The Stop Payment Fee will be reversed if the check has already been posted. Please note the following additional disclosure regarding your Stop Payment Requests:

The bank must receive the stop payment order in such a time as to allow the bank to reasonably act on it. A stop payment order will remain in effect until the earlier of: (a) the withdrawal of the stop payment by you, the customer; or (b) or the return of the check; or (c) six months from the date the stop payment order was received. By directing Dilley State Bank to stop payment on a check, you agree to indemnify the Dilley State Bank against all liability, loss, costs, damages, attorney's fees and other expenses.

6) Termination

You may terminate your use of online banking at any time by visiting our office, by calling 830-965-1511 or by writing to us at Dilley State Bank, P.O. Box 9, Dilley, Texas 78017. Although we seek to implement any termination requests as soon as possible, it may take up to five days to complete the termination. We may require that you put your request in writing. If you have scheduled payments, **you also must separately cancel those payments provided that any such cancellation will not be effective to stop any payments for which the processing (which could be as much as 7 days in advance of the scheduled payment date) has already begun by Dilley State Bank or its third party providers.** If there is more than one account owner or if more than one person is authorized to access the account via online banking, we may terminate online banking upon the request of any account owner or person authorized to access the account. We may terminate your use of online banking, in whole or in part, at any time without notice. Upon termination, you will remain liable for payments, transfers and other transactions in process, and all accrued fees and charges.

7) Service Hours

Online banking services are available 24-hours a day, seven days a week, except during maintenance periods, for the scheduling, modification or review of payment orders, and for initiation of funds transfers and balance inquiries.

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8) Business Days

Our Business Days are Monday through Friday. Federal Reserve Holidays are not included.

9) Availability of the Services.

Dilley State Bank will use reasonable efforts to make the Services available to you on a continuous basis, unless a description of a Service provides otherwise. There may be times when one or more of the Services are not available due to scheduled maintenance, an unexpected software or hardware failure, or because of circumstances beyond our control. All of the Services are provided as a convenience for our customers, but we may need to change, suspend, or discontinue part or all of the Services if circumstances require. DILLEY STATE BANK DOES NOT WARRANT TO YOU THAT THE SERVICES WILL ALWAYS BE AVAILABLE OR THAT THE OPERATION OF THE SERVICES WILL BE ERROR FREE. WE ALSO DISCLAIM ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE.

10) Limitation of Liability.

- By using the Services, you agree that:
 - If Dilley State Bank makes an error in providing a Service, your remedy is for Dilley State Bank to re-perform the Service.
 - If the Dilley State Bank error causes you damage, Dilley State Bank will be responsible only for those damages directly caused by it and only to the extent provided by applicable law.
 - UNLESS SPECIFICALLY PROHIBITED BY APPLICABLE LAW, DILLEY STATE BANK WILL NEVER BE LIABLE FOR AMOUNTS IN EXCESS OF YOUR ACTUAL DAMAGES, AND YOU AGREE THAT ALL CONSEQUENTIAL, SPECIAL, AND PUNITIVE DAMAGES ARE DISCLAIMED AND MAY NOT BE RECOVERED BY YOU.

11) Resolution of Disputes.

You agree that if there is a dispute between you and us concerning the Services, we will first attempt to resolve the dispute by agreement or through a mediation process. If the dispute cannot be settled, then you agree:

- THE DISPUTE WILL BE DETERMINED BY A NON-JURY TRIAL; AND
- THE TRIAL WILL BE CONDUCTED IN PEARSALL, TEXAS; or the applicable District Court for DILLEY, Texas.

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12) Entire Agreement.

These terms and conditions express the agreement between you and Dilley State Bank concerning the Services. The agreement can be amended or changed by Dilley State Bank at anytime with notice provided to you. This Agreement is governed by Texas law and applicable U.S. federal law.

ONLINE BANKING AGREEMENT – BALANCE, TRANSFERS, BILL PAYMENTS, AND MISCELLANEOUS

1) Balance Inquiries.

You may use online banking to check the balance of your Accounts. The balances shown may differ from your records because they may not include deposits that are not available for withdrawal, outstanding checks, or other withdrawals, payments, charges, or holds.

2) Transfers

You may use Online Banking to transfer funds from a linked account to another linked account, including deposit accounts, savings accounts and transfers to make loan payments. You may also transfer to or from a deposit account or a savings account at another bank by utilizing Account to Account Transfer Services within your CheckFree Bill Payment Account. The Account to Account Transfer Service specifications can be found in the CheckFree Bill Payment Terms and Conditions that you must agree to prior to receiving access to this service. Before funds can be transferred to or from a deposit or savings account at another bank, you must request Dilley State Bank Customer Service to add CheckFree Bill Payment Services to your Online Banking account access rights. **Please print Terms and Conditions for the products for your records.**

3) Cut-off Time for Transfers

One-time transfers between Account(s) initiated via online banking, and received by Dilley State Bank by **7:00 pm**. Central Time Monday through Friday will be effective on the current Business Day. Transfers between Account(s) initiated via online banking, and received after **7:00 pm**. Central Time Monday through Friday, or all day Saturday, Sunday, and banking holidays will be effective the following Business Day. Recurring Transfers between your accounts at Dilley State Bank initiated via Online Banking and received by Dilley State Bank by **10:00 am**. Central Time Monday through Friday will be the same business day. Recurring Transfers between your

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accounts at Dilley State Bank initiated via Online Banking and received by Dilley State Bank after **10:00 am**. Central Time Monday through Friday will be the next business day.

4) **Cut-off Time for Bill Payments**-Please refer to your CheckFree RXP Terms and Conditions for further information.

CheckFree RXP Cut-Off Time is 9:00 pm CST

- The cut off time for an **Overnight Payment** to be sent next day is 1:00 pm CST

CheckFree RXP Changes and Cancellations

- **Same Day Payments**-Payments must be changed/cancelled by the cut-off time of 9:00 pm CST. (Merchant payment processing may have an earlier cut-off.)
- **Overnight Payments**-Payments must be changed/cancelled by the cut-off time of 1:00 pm CST.
- **Standard Lead Time (Normal Payments)**-Payments must be changed/cancelled by the cut-off time of 9:00 pm CST.

4) **Authorization to Debit Account**

When you, or an authorized user, transmit a transfer instruction via Online Banking, you authorize us to follow the transfer instruction and you authorize us, on the scheduled transfer date, to debit (deduct) the transfer amount from the account listed in the transfer instruction.

5) **Sufficient funds; overdrafts**

You are responsible for knowing the impact of a transfer on your account balance. If the account does not, on the scheduled transfer date, have sufficient funds for the transfer, you may incur Overdraft or Returned Item Fees on that account. We are not required to notify you if a transfer is not made due to insufficient funds. You agree to view recent transactions on Online Banking to see if a transfer was completed and to reschedule a transfer if necessary. If a transfer is not made due to insufficient funds and if the transfer instruction lists a deposit account with us as the account to which funds are to be transferred, withdrawals from that deposit account which would exceed the available balance may not be paid due to insufficient funds and you may incur

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either overdraft fees or returned item fees on that account. *Repeated overdrafts or returned items caused by transactions you initiate via Online Banking Services, CheckFree RXP, or Mobile Banking may result in the removal of your access of Online Banking, CheckFree RXP, and/or Mobile Banking Services.*

6) Miscellaneous Items

- Alert Notifications that you have set up on an account(s) will remain in place until 998 days since the last triggering event you have specified. After 998 days with no triggering activity, the Alert Notification will be deleted. You will be required to set the Alert Notification up again if you wish to continue the Alert Notification in question.
- You may apply for Mobile Banking via a link on our website at www.dilleystatebank.com.
- Online Banking Accounts with 180 days of no sign-on activity will be deleted and the user will have to re-enroll.
- For those users who have enrolled in e-Statement services, after 180 days of not accessing Online Banking, statement delivery will be changed back to paper delivery.

ONLINE BANKING AGREEMENT - BILL PAYMENT, ACCOUNT 2 ACCOUNT TRANSFERS (A2A), AND POP MONEY

1) Bill Payments, POP Money, and Account to Account Transfer Service (A2A)

We offer the ability to engage in certain online bill payments. POP Money Services (allows you to transfer to or request money from another person by way of an email address or text message) and A2A or Account to Account Transfer services (allows you to transfer from your account at Dilley State Bank to your account at another Financial Institution) through the use of designated third party providers. In order to be eligible for such functionality, you will be obligated to agree to, and be bound by, the terms and conditions of such third party provider. Any user of the bill pay or POP Money or Account to Account Transfer services shall comply with all applicable laws and regulations including the laws and regulations administered by the U.S. Treasury Office of Foreign Assets Control (OFAC).

2) Sufficient Funds for Bill Pay

You agree to transmit a payment instruction only if funds in the payment account will be sufficient on the scheduled payment date to make the payment. If the payment account does not have sufficient funds on the scheduled payment date, we may (but are not required to) debit

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the payment account for the payment amount; and you will incur either an overdraft fee or returned item fee whether the payment amount is or is not debited from the payment account.

If we do not debit the payment account for the payment amount due to insufficient funds in your payment account, the payment processor may (but is not required to) fund a payment; if the processor funds the payment, then the processor has certain rights to pursue you for the payment. You agree to verify whether a payment was or was not made and, if necessary, to reschedule the payment.

ONLINE BANKING AGREEMENT – SECURITY

1) Your Access to the Services.

You will need to provide your own computer system and internet service in order to access the Services. We utilize standard security technology, such as SSL (secure socket layer) to protect the confidentiality, integrity and security of transmissions to and from our computer systems.

However, you should be aware that no computer system is completely immune to vulnerabilities. You should use available antivirus software and anti-malware software and take other precautions when you use the Services to protect your information and computer systems.

We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems, or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately. You agree to maintain the following with regard to the software and hardware you use to interface with our systems: (1) use current Operating Systems with all updates applied regularly; (2) use current Anti-Virus and Anti-Malware software to scan all files; (3) use a current browser with all security updates applied; (4) have a Firewall that protects the customer network; (5) have a defined Password Policy that outlines password use, length, characters, and how often changed. **Do not share your user credentials with anyone else. Secure your computer equipment and mobile devices physically and we strongly suggest you set each device you utilize to access any electronic banking services to require a password for access to the device. Be aware of those who may have access to your devices or sight of your screens while you are using them to access electronic banking services.**

2) Passwords.

A Service may allow you to create or be assigned a password. You are responsible for keeping the password secure. If you allow someone to use your password, *you are responsible for any*

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activity conducted by that person, even if you did not authorize it. If your password is compromised or you believe there is likelihood that it has been compromised, you should log on to your Online Banking account and change your password. Contact us immediately to report the incident and then monitor your account for any unauthorized transactions.

ONLINE BANKING AGREEMENT – LIMITATIONS AND LIABILITIES

1) Limitations on Frequency of Transfers

The number of transfers between your eligible Accounts may be subject to the limitations that apply to the maximum number of automatic or repeating withdrawals from certain types of accounts. Refer to your Bank Services Agreement for details.

2) Your Liability

Tell us at once if you believe your User ID and Password has been lost or stolen. Telephoning is the best way of keeping your possible losses minimized. You could lose all the money in your Account. If you believe your User ID and Password has been lost or stolen, and you tell us within two (2) Business Days after you learn of the loss or theft, you can lose no more than \$50 if someone used your User ID and Password without your permission.

If you do not tell us within two (2) Business Days after you learn of the loss or theft of your User ID and Password, and we can prove that we could have stopped someone from using your User ID and Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you or made available to you on your eStatement, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If you had good reason that kept you from telling us, such as a long trip or a hospital stay, we will extend the time periods.

3) Bank Liability for Transfers

If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. This liability is

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in addition to the payment guarantee for bill payments. **However, there are some exceptions. We will not be liable if:**

- a. through no fault of ours, you do not have enough money in your Account to make the transfer or payment.
- b. the funds in your Account are subject to legal process or other encumbrance restricting such transfer.
- c. online banking, your PC, or modem is not working properly and you know about the malfunction when you started the transfer or payment.
- d. a Payee mishandles or causes delays in handling payments sent by us.
- e. you have not provided us with the correct Payee name, address, account information, or payment amount.
- f. circumstances beyond our control prevent the proper completion of the transaction despite reasonable precautions by us to avoid these circumstances. Such circumstances include, but are not limited to, fire, flood, delay in U.S. Mail, interruption in your electrical power or telephone, the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality, or any defect or malfunction of your PC, operating software, modem, or telephone line.
- g. you have not properly followed the instructions for using online banking.

4) Contact in Event of Unauthorized Transfer

If you believe your User ID and Password has been lost or stolen, or that someone has transferred or may transfer money from your Account(s) without your permission, call:
830-965-1511

Or write:

**Dilley State Bank
PO Box 9
Dilley, Texas
78017**

5) Error Resolution Notice

In case of errors or questions about your Electronic Transfers telephone us at:

830-965-1511

Or write:

**Dilley State Bank
PO Box 9
Dilley, Texas
78017**

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Contact Dilley State Bank as soon as you can if you think your statement or information regarding a transaction is wrong or you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared. When contacting Dilley State Bank regarding an error resolution, please be prepared to communicate the following information:

- a. Your name and social security number or tax identification number.
- b. 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.
- c. 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (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 or question in writing and we do not receive it within ten (10) business days, we may not credit your Account. 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 within three (3) business days after we finish our investigation.

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

6) Electronic Messaging.

Please do not send any confidential information to the bank via Electronic Messaging (EMAIL). For issues with your Online Banking Account call our office at 830-965-1511.

Electronic messaging CANNOT be used to notify us of lost or stolen User IDs or Passwords; nor can electronic messaging be used to notify us of unauthorized transactions. Notification of these occurrences must be done as specified in the "Contact in Event of Unauthorized Transfer" clause in this Agreement. From time to time, we may send important notices to you concerning your use of online banking by electronic messaging. The electronic messaging service may not be used to send or receive email messages to or from the general public.

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7) Limitation of Liability

We are not responsible for any loss, damage, or injury resulting from an interruption in the availability of online banking, or any computer virus that you may encounter using online banking. We encourage you to routinely scan your PC using a reliable virus and malware protection product to detect and remove viruses and malware from your PC.

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 ONLINE BANKING OR THE USE THEREOF OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE FINANCIAL SOFTWARE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. DILLEY STATE BANK MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING ONLINE BANKING, THE FINANCIAL SOFTWARE, EQUIPMENT, BROWSER OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

8) Amendments

We may amend this Agreement from time to time by giving you written or electronic notice. Notice may be included in your Account statement. The notice may state that there has been a change in this Agreement and that changes have been posted on our web site, or instruct you to call **830-965-1511** to request a copy. Continued use of online banking following notice of amendment constitutes acceptance.