

DIGITAL BANKING TERMS AND CONDITIONS

These Digital Banking Terms and Conditions set forth the conditions under which you may utilize the online and mobile features of your account(s). Our Digital Banking is accessed through our Online Banking and Mobile Banking systems. By using any of our Online and Mobile Services, you agree to be bound by these Digital Banking Terms and Conditions. You should keep a copy of these Digital Banking Terms and Conditions for your records.

Digital Banking is available to customers via our website or a mobile application and provides an array of financial services, including:

- Balance Inquiries
- Transfer of funds between accounts
- Stop payment orders/check re-orders/change of address
- Email/Secure Messaging
- Mobile Banking
- Mobile Check Deposit
- Bill Pay
- Loan Payments
- Wires
- Additional services and features as they become available

By using Digital Banking, customers may access their account data online with up to ninety (90) days of transaction detail.

1. **Definitions.** Capitalized terms used herein but not otherwise defined hereby shall have the meanings assigned to them by the Deposit Agreement. The Deposit Agreement is the agreement between you and the Bank that governs your Account with us.

“Bank,” “we,” “us” and “our” means Fort Hood National Bank, a national banking association, and any agent, independent contractor, designee, or assignee we may involve or who may assist in or provide services in connection with the Digital Banking feature of your account.

“Bill Payment Cut-Off Time” is 8:00 p.m. (CT) on each business day. Bill Payments scheduled for the current business day will be processed up to 8:00 p.m. (CT). Bill Payments entered after 8:00 p.m. or on a non-business day will be processed on the next business day.

“Electronic Item” means the electronic image of each paper item (check) and other information captured from the paper item (check).

“MICR Line” is the information in the magnetic ink character recognition line of a paper item (check) that is used for routing and transmission of Electronic Items.

“Mobile Check Deposit Cut-Off Time” is 6:00 p.m. (CT) Monday – Saturday (5:00 p.m. (CT) on holidays, except when the bank is closed). Electronic Items that are submitted will be processed up to 6:00 p.m. (CT) on Monday – Saturday. Electronic Items transmitted after 6:00 p.m. or on a holiday will be processed the next day.

“Transfer Cut-Off Time” is 9:00 p.m. (CT) on each calendar day, which includes holidays. Transfers scheduled for the current calendar day will be processed up to 9:00 p.m. (CT). Transfers scheduled after 9:00 p.m. will be processed on the next calendar day.

“You,” “your,” “customer” and “company” mean each person (individual, corporation, partnership, organization or other entity) in whose name the account is opened or added as an owner or an agent, all other authorized representatives of such persons, and any person who subscribes to or uses Digital Banking in connection with your account.

2. **Security-Related Matters for Online Services.**

A. **Log-In Security; Usernames and Passwords.**

Security and proper Security Procedures are required to access the Digital Banking system. At the time you request the Digital Banking service, you will establish a unique “username” and will be provided a temporary “password”. At your first login you will be required to select a unique “password.” The password is case sensitive and must be between 6 and 32 characters. It must contain one (1) alpha, one (1) numeric character, and one (1) special character. Your password cannot contain any whitespaces or mirror your username. If you access your account via Mobile Banking, you will use the same username and password you establish for Online Banking.

Because your password is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select a password that is hard to guess. Keep your password safe. Memorize your password and never tell it to anyone. You should consider changing your password occasionally, such as every ninety (90) days. **This can be done at any time after you log on from the “My Settings” menu. YOU SHALL INDEMNIFY AND HOLD US HARMLESS FROM ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES, COSTS, EXPENSES AND ATTORNEYS’ FEES WE SUFFER OR INCUR BECAUSE OF OR RESULTING FROM YOUR PERMITTING OTHER PERSONS TO USE YOUR USERNAME AND PASSWORD TO ACCESS THE DIGITAL BANKING SYSTEM.**

In addition to the security measures described above, there may be other security notices posted on our website or within our online and mobile systems regarding security issues. It is your responsibility to read all applicable notices. To help prevent unauthorized access and ensure the security of your accounts, we will end your Digital Banking session if we have detected no activity for ten (10) minutes. This is to protect you in case you accidentally leave your computer unattended after you log on. When you return to your computer, you will be prompted to re-enter your username and password.

- B. **No Signature Requirements.** When any payment or other Internet service generates items to be charged to your account, you agree that we may debit the designated account, or the account on which the item is drawn, without requiring your signature on the item and without any notice to you.

- C. **Notice of Your Rights and Liabilities with Respect to Unauthorized Account Access.** You must inform us **AT ONCE** if you believe or have reason to suspect that your mobile device, username or password have been compromised, lost, stolen or used without your authorization. Failure to notify us could result in you losing all the money in your account plus any other funds available to you through your account. Telephoning us at the number listed below in the Errors, Questions and Customer Support section is the best way of limiting your possible loss. If you notify us within two (2) business days, you can lose no more than \$50 if someone used your username and password or accessed your account, via Online Banking or Mobile Banking, without your permission. If you do NOT notify us within two (2) business days after you learn of the loss, theft or compromise of your mobile device, username or password, and we can demonstrate we could have stopped someone from using it without your permission if you had told us, you could lose as much as \$500. Also, notify us

AT ONCE if your statement shows transfers that you did not make or authorize. If you do not notify us within sixty (60) days after that statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can demonstrate 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 hospital stay, kept you from notifying us, your liability cannot exceed \$50.

- D. **Virus/Malware Protection.** We are not responsible for any electronic malware, virus or viruses that you may encounter. We encourage our customers to routinely scan their computers, mobile devices and external storage devices using a reliable virus and malware protection product to detect and remove any viruses or malware. Undetected or unrepaired viruses or malware may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus or malware to other computers, mobile devices or external storage drives.
- E. **Links.** We have a number of links to other sites on our website. These are offered as a courtesy and a convenience. We assume no responsibility for the content, safety, security, or privacy of any such site or any transactions with respect thereto. If you have questions or concerns about any other site's policy regarding these matters, you should contact that site or its sponsor.

3. **Standards and Requirements for Using Online Banking.**

- A. **Enrollment Process.** The Digital Banking service requires you to complete the initial enrollment process by providing the information needed to enable the service.
- B. **Accounts.** You may request to access via Digital Banking any account on which you are a signer or owner. If you desire services that allow you to initiate payments or transfers from the account(s), you will need the required withdrawal authority for the account(s) to be able to complete the transaction. By using Digital Banking, you agree to maintain one or more accounts with us and to keep sufficient balances in each account to cover any transactions and fees that are ultimately approved by or related to the system. If the accounts added to the service are jointly held or have multiple agents, you agree that access to the information and all transactions initiated by the use of your username and password are authorized unless we have been notified to cancel the service.
- C. **Fees for the Digital Banking Service.** There is no fee to enroll or view account information within Digital Banking or Mobile Banking. No fees will be assessed to bank customers for using the alert functions, transfer functions, or bill pay services.
- D. **Termination of Digital Banking.** You may terminate the use of Digital Banking by contacting us in writing by mail, email sent through the secure Digital Banking website, or personal delivery to us. Digital Banking is a privilege extended to you, and we retain the right to cancel your access to Digital Banking at any time without prior notice and without cause. You will remain responsible for all transactions approved via Digital Banking prior to the cancellation of that feature and for any other fees associated with your use of Digital Banking. If your account is closed or restricted for any reason, Digital Banking accessibility will automatically terminate.
- E. **Ownership of Material.** Unauthorized reproduction in whole or part of any part of the Digital Banking feature of your account is prohibited.

4. **Digital Banking Features.**

A. **Balance Inquiries, Bill Payment, and Transfer Limitations.**

You may use Digital Banking to check the balance of your accounts, pay bills online, transfer funds among your accounts, transfer funds to other bank account holders, or process one-time person-to-person payments

Savings and Money Market Accounts are subject to federally regulated transaction limitations which dictate how many transactions can be completed within a monthly service charge period. Up to six (6) transfers (to include AccountTRANSFER Overdraft Protection transfers) are permitted to another account of yours at the bank or to a third party. These transfers may be by means of preauthorized or automatic transfer or telephone agreement.

Transactions not within these limitations may result in the closure of your account. Additionally, you may visit the bank to withdraw funds, have us mail you a check payable to you or withdraw money at the ATM with your card. These are not third-party transactions and are not limited; however, normal transaction fees will apply. There are no limits to the number of transfers or Bill Payments from accounts that are checking accounts. We currently limit the Bill Payment Service to Checking and Money Market Accounts only. Person-to-person payments are available for most personal checking, money market, and small business accounts in which the owner is a sole proprietor.

Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. There may be situations that cause a delay in an update of your balances. The Digital Banking system will use the most current balance available at the time of a transaction to base our approval.

B. **Special Information about the Stop Payment, Check Order, Address Change, Order Documents and Secure Email Services.**

The Digital Banking system includes several menu options that provide a means to securely forward your request to us for processing. Generally, requests received from the Digital Banking system will be processed within two (2) business days using procedures that would handle similar requests received by mail or fax. If urgent action is required, we recommend that you contact us directly by telephone or in person.

The Stop Payment feature is designed to submit a request to stop payment on checks you have written. There may be additional fees associated with some of these services. The Stop Payment feature is not available to cancel the payments scheduled through the Bill Payment service. If you have a problem or need to cancel a Bill Payment, you must stop (remove) the payment from your Payment Outbox prior to it being processed.

C. **Scheduling Transfers and Payment Authorization.**

Once enrolled in Digital Banking, you may make one-time or recurring transfers at any time to any accounts on which you are a signer or owner. Customers with a personal checking or savings account may make one-time transfers to another Fort Hood National Bank customer. Digital Banking transfers will be limited to \$5,000 per calendar day when transferring to other recipients. Business account holders are able to make one-time or recurring transfers at any time to any account on which you are a signer or owner. Transfers to the same account holder are allowed up to the available balance in the "transfer from" account.

You can cancel a recurring transfer at any time through Digital Banking. Transfers will be immediately debited from your account if processed before 9:00 p.m. (CT) and will be deposited into the recipient's account. In order to transfer funds to another Fort Hood National Bank customer, you must first enroll in Digital Banking. The recipient must also be enrolled in Digital Banking and have a checking or savings account at Fort Hood National Bank. You will be required to provide information in order to process the transfer to include: account number, account type, description and either the company name or account holder's last name. There is not a fee assessed for scheduling an Digital Banking transfer between accounts at Fort Hood National Bank. You authorize the bank to withdraw, debit or charge the necessary funds from your designated account in order to complete all of your designated transfers and payments. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal.

The completion of a transfer or payment is subject to the availability of sufficient funds at the time the transaction is posted. If enough funds to complete the transfer or payment are not available, we may refuse to complete the transaction.

The bank is under no obligation to inform you if it does not complete a payment or transfer because there are non-sufficient funds in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer within Digital Banking.

D. Bill Payment Service.

The Bill Payment service enables customers to pay their bills online or via a mobile device. To access the Bill Payment service online or via a mobile device, you must first enroll by selecting the "Bill Payment" menu within Digital Banking. To use the service, you must have completed the enrollment steps, and have a valid Social Security Number. Bills must be paid within the U.S. and its territories. The following are prohibited payments and should not be paid via Bill Pay:

- Payments to unlawful internet gambling sites
- Payments to government agencies, organizations and institutions
- Payments made in response to a court-directed payment plan

To pay bills using Bill Payment, set up your payees by choosing from the Payee List or by entering necessary information to create a new payee within Digital Banking. Paying a bill can be conducted online or via a mobile device once a payee is created within Digital Banking. We maintain a large vendor database of regional or national billers to make this process quick and easy. The Bill Payment service will also allow you to see a history of the payments made from your accounts.

Providing there are sufficient funds in your account, scheduled payments will normally be charged to your account on the business day that is associated with the scheduled due date for the bill. Each scheduled payment must be greater than \$1 and less than \$10,000.01. The daily aggregate Bill Payment limit is \$10,000 for all payments processed on one (1) business day. You will receive an email if a scheduled payment is declined when presented for payment. You also may change the payment to a future date.

Although payments may be scheduled for the current business day or any date in the future at any time, they will only be processed once a day at our Bill Payment Cut-Off Time of 8:00 p.m. (CT) on any business day. (If you attempt to schedule a payment for that day after 8:00 p.m., the system will notify you that the payment will be scheduled for the next business day.) Anything scheduled on a non-business day, or after the Bill Payment Cut-Off Time, will not be sent out until the following business day. Since we must forward the funds and billing information to the payee, some lead time for payments is necessary. In general, the Bill Payment system will attempt to notify you when you can expect the payment to be received by the payee. The estimated payment "deliver by date" is typically shown on the screen when you schedule the payment. (Our Bill Payment system assumes the payee/vendor will promptly process the payment on the business day it is received. Any delays caused by the payee/vendor would result in additional days before the payment would show on their records.) By using the Bill Payment service, you authorize us, and any third-party payment processing agent we may use, to choose whatever method we determine, in our sole discretion, is the most effective method to process your requested Bill Payment transaction.

The time frames generally will be determined by the way the payment is sent to the payee. If we have to send a paper check in the U.S. Postal system, we typically suggest sufficient time as four (4) business days prior to the payee receiving the payment for processing at their address. If the payee accepts the payment electronically, we generally define sufficient time as two (2) business days prior to the payee receiving the payment. In all cases, the payment will be delivered to the payee/vendor by the tenth (10th) business day after the payment was approved and charged to your account.

Our Liability for Incomplete Bill Payment Transactions. We are responsible for processing all payments properly initiated through the Bill Payment system in accordance with this agreement. Except as provided in the following sentence, (a) transfers generally will be processed within two (2) business days of the completed transfer transaction and (b) we will be liable where the system caused a payment delay or failed to process a payment to be received by the payee/vendor by the tenth (10th) business day following the date your account was charged for the payment as described in "Limited Late Fee Reimbursement" provision below. Transactions may take longer to process, and we will not be responsible for any damages you suffer due to processing delays or failures if any of the following occur:

1. Funds are not showing on the system's available balance in your account that is to pay for the bill or transfer at the time of the transaction.
2. Funds are subject to legal process or other encumbrances restricting the payment or transfer.
3. You had knowledge of or questions about the possible malfunction of the system when you initiated the transaction.
4. Any information provided by you about the payee is incorrect.
5. Any delays in the handling of the payment by the payee.
6. Natural disasters (fire, flood, tornado, etc.) or other uncontrollable circumstances (mail delays, power failures, etc.) prevent proper completion and delivery of transactions.
7. Other applicable laws and/or regulations exempt us from liability.
8. It can be shown that the merchant or payee received the payment within the normal delivery time frame and failed to process the payment through no fault of Online Banking, Mobile Banking, or our service providers.
9. It can be shown that the delay was caused by unusual mailing delays by the U.S. Postal Service.

Limited Late Fee Reimbursement. We will reimburse you, up to \$50 per payment, for any payee imposed fee or portion of finance charges associated with the late payment amount that the payee will not waive or reverse as a courtesy to you or to us or any third party and that was incurred by you due to a payment posting late, provided that the payment resulting in such a fee was scheduled in accordance with this agreement and instructions relating to the service and provided that none of the circumstances listed above are applicable. Reimbursement will not apply to payments scheduled in any applicable grace period (that is, if the due date for a payment is the first (1st) day of the month and by agreement, there is a fifteen (15) day grace period to make the payment, the payment must be scheduled no later than five (5) business days prior to the first (1st) of the month for reimbursement to be granted). If we or any service provider we use erroneously caused the late fees or finance charges, then such amounts will be returned to you. If the late fees or finance charges are caused by a user error, we will not be responsible for any such amounts.

Bill Pay Service Question and Answer.

What is the lead time for processing a payment?

2 business days for electronic payments and 4 business days for check payments.

Can I pay any bill through Bill Pay?

Bills must be paid within the U.S. and its territories. The following are Prohibited Payments and **should not** be paid via Bill Pay:
Payments to unlawful Internet gambling sites
Payments to government agencies, organizations and institutions
Payments made in response to a court-directed payment plan

E. Personal Financial Management Tools

You may add an account maintained at another financial institution into Digital Banking. You may link these accounts at your own risk but not of the bank. After you link these accounts, you will be able to use a common Username and Password. Upon doing so, you do not change the agreements you have with that financial institution for that account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that may be associated with your external account. The bank is not liable for any account information or any transactions that are conducted with a linked external account that is not covered by this Digital Banking Terms and Conditions. **The bank does not guarantee that the balance information, or any transaction details, that display are accurate. You should contact the financial institution directly for accurate details on your accounts with that institution.**

F. E-Statements, Notices and Electronic Communication

You agree and understand that the bank may send the following communications in electronic form:

- Legal and regulatory disclosures and communications associated with the account
- Notices or disclosures about changes to the terms of your account
- Privacy policies and notices
- Monthly (or other periodic) billing or account statements (E-Statements) for your account or such other communication we may include from time to time.

E-Statements, notices, and electronic communication can be accessed directly from Digital Banking by selecting the E-Statement option on the Accounts Overview screen.

To receive and retain E-Statements, notices and other electronic communication, you must have a working connection to the Internet with email, capability to open Portable Document Format (.PDF) files with Adobe Reader 5.0 or higher and sufficient electronic storage space on your computer's hard drive or other data storage unit. Upon enrollment, E-Statements, notices, and other electronic communication will be made available in electronic format only. Requests for paper copies of these documents will be subject to Research Fees as disclosed in our Banking Services/Fee Schedule. You may request paper copies by sending your requests to the address provided in the Errors, Questions, and Customer Support section of the Digital Banking Terms and Conditions or by secure email sent through the Digital Banking website. You may change your email address(es) at any time by editing your profile. At the time of enrollment or upon our request, you agree to provide us an email address.

We will send you an email notification when you have E-Statements, notices, or electronic communications that are available to view. You are responsible for updating your email address. If your email notification is returned to us, you are still responsible for logging in periodically to view your E-Statements, notices, or electronic communications. If you are unable to view your E-Statement, notices, or electronic communications once you have logged in, please contact our Customer Support.

If we change the minimum hardware or software requirements and you are unable to receive E-Statements, notices and electronic communication, you will be released from these Terms and Conditions without any penalty. You may withdraw your consent for E-Statements, notices and electronic communication by editing your profile at any time by selecting the E-Statement menu within Digital Banking. Upon withdrawal, the documents will be sent in paper form to your address of record. We will not impose any fee to process the withdrawal of your consent, however, depending on your account type your account may be charged maintenance fees for paper statements. Please see your disclosures or contact us for details. Upon termination of E-Statements, notices, or electronic communication, by you or by us, a new enrollment will be required to reinstate this service.

G. Alerts & Notifications

We provide Mandatory and Voluntary Notifications (collectively, "Alerts"). Alerts can be accessed at any time from the "Alerts" menu on the Accounts Overview screen.

Mandatory Alerts are sent to you following important account activities or when certain changes are made online to your profile within Digital Banking Account, such as a change in your email address, password, and transfer activities. You do not need to activate these Mandatory Alerts. We automatically activate them for you. You will not have the ability to suppress these Mandatory Alerts.

Voluntary Notifications must be activated by you. Voluntary Notifications can help you manage your accounts. We recommend that you set up Voluntary Notifications for important thresholds, particularly a low balance. Activate this important Voluntary Alert by selecting "Balance Alerts" and place a dollar amount in the amount field that populates in the "Available Balance Goes Below \$" alert screen. Other types of Voluntary Alerts are available, and you may select from among these options upon activation of your Voluntary Alerts service.

Both Mandatory and Voluntary Notifications are subject to the following:

1. We may add new Mandatory and Voluntary Notifications from time to time, or cancel old Alerts. We usually notify you when we cancel Mandatory or Voluntary Alerts, but are not obligated to do so.
2. Alerts will be sent to the email address you have provided as your primary email address for Digital Banking. You may also enable the push notification feature within Mobile Banking to receive notifications directly to the Mobile App. If your email address or your mobile device's number changes, you are responsible for informing us of that change. While the bank does not charge for the delivery of the Alerts, please be advised that text or data charges or rates may be imposed by your carrier. Changes to your primary and secondary email addresses will apply to all of your Alerts.
3. You understand and agree that your Alerts may be delayed or prevented by a variety of factors. We do our best to provide Alerts in a timely manner with accurate information. Your wireless carrier may impose delays or prevent you from receiving alerts, contact your carrier for the details of your wireless plan. We neither guarantee the delivery nor the accuracy of the contents of any Alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any Alert; for any errors in the content of an Alert; or for any actions taken or not taken by you or any third party in reliance of an Alert.
4. Because Alerts are not encrypted, we will never include your username, password or full account number. However, Alerts may include your name and some information about your accounts. Depending upon which Alerts you select, information such as your account balance or recent transfer activities may be included. Anyone with access to your email or mobile device will be able to view the contents of these Alerts.

H. Mobile Banking

What is Mobile Banking? Mobile Banking provides you access to your account information and to conduct banking transactions through the use of your mobile device using the text messaging capabilities of your mobile device or using a software application provided by a third-party.

Enrollment, Technological Requirements, Communications. You may activate the Mobile Banking feature of Digital Banking at any time by downloading our Mobile Banking application. You also must have a mobile device and subscribe to a telecommunications services provider that supports Mobile Banking, and your mobile device must have access to the Internet, and/or offer phone calls and text messaging. Your password for Mobile Banking will be

the same as your password for Digital Banking. You agree that access to your account information and all transactions initiated via Mobile Banking using your mobile device and password are authorized unless we have been notified to cancel the Mobile Banking feature. You and the bank are solely responsible for the content transmitted through the text messages sent to and from the bank. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)

Mobile Banking Log-In Security. Your Mobile Banking application is protected with multi-factor authentication. No sensitive information is stored on the mobile device. After three (3) consecutive failed log-in attempts you will be locked out and will be directed to call Customer Support. We recommend you log-in to Mobile Banking at least once every thirty (30) days to keep this feature active. Notify us IMMEDIATELY if you believe your mobile device or password have been compromised, lost, stolen or used without your authorization by calling us at the number listed below in the Errors, Questions and Customer Support section. Your rights and liabilities with respect to unauthorized access to your account using your mobile device are set forth above.

Fees Associated With Mobile Banking. The bank will not charge you any fees for requesting or using the Mobile Banking service. For fees associated with your account or other bank services please refer to our Banking Services/Fee Schedule. Please consult with your telecommunications services provider regarding fees associated with your mobile device. You agree to be responsible for any telephone charges, text messaging fees, data usage fees and any other charges or fees your wireless carrier may impose as a result of your accessing your account(s) through the Mobile Banking service.

Accounts. You may request via Mobile Banking to access any account on which you are a signer or owner, including checking, savings, certificate of deposits and loans. Mobile Banking provides you the ability to check the balance of your account(s), view recently processed debits and credits, pay bills, perform account transfers, and conduct other banking transactions. If you desire services that allow you to transmit Electronic Items, or initiate payments or transfers from the account(s), you will need the required authority for the account(s) to be able to complete the transaction. By using Mobile Banking, you agree to maintain one or more accounts with us and to keep sufficient balances in each account to cover any transactions and fees that are ultimately approved by or related to the system. If the accounts added to the service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your mobile device and password are authorized unless we have been notified to cancel the Mobile Banking service. The balance information you obtain via Mobile Banking is your Available Balance. There may be situations that cause a delay in an update of your balances. The Mobile Banking service allows access to up to forty-five (45) days of transaction information.

Mobile Check Deposit: Mobile Check Deposit enables qualifying customers to use our Mobile Banking application to transmit electronic images of the front and back of paper items, and transmit those images and other information captured from the MICR Line to us for review and for processing. In order to be able to use the Mobile Check Deposit service, you must meet certain qualifying criteria set by the bank, in its sole discretion. In addition, the bank may, at its sole discretion, grant you access to Mobile Check Deposit and may terminate your ability to use the Mobile Check Deposit service at any time. The Electronic Items you submit for deposit are subject to verification and are not available for immediate withdrawal. The bank will use commercially reasonable efforts to review each Electronic Item and decline any item that we in our sole discretion determine to be ineligible for the service prior to the Mobile Check Deposit Cut-Off time. We will notify you via email if your Electronic Item is approved or declined. Funds are generally made available the day after an item is approved. We will notify you if the status of your deposit changes and if a hold applies. Items deposited through Mobile Check Deposit are not covered by the Bank's published Funds Availability Policy. Items may be held up to seven (7) business days after a deposit has been approved for processing. The bank may limit the number and amount of items you are allowed to present for deposit in a single day. You agree not to submit international checks or cash through Mobile Check Deposit. There is no charge to use Mobile Check Deposit, but message and data rates may apply.

Mobile Check Deposit is not available on all devices. Our systems may require that you have the latest versions of the bank's mobile banking application for your Android, iPhone, or tablet device. You assume the responsibility for ensuring that these conditions are met. You are responsible for the maintenance, support, and service for the device that is required for Mobile Check Deposit. You represent and warrant to the bank that:

1. You will use the Mobile Check Deposit service only for paper items that are payable to, and endorsed by, you.
2. You will maintain control over and be responsible for secure storage and destruction of original paper items for which you have deposited using Mobile Check Deposit. You will destroy original paper items from which you have submitted to us and received credit for within 30 days of receiving credit.
3. You will not submit any duplicate items for deposit through Mobile Check Deposit.
4. You will not deposit to your account or otherwise negotiate any original paper item from which you have submitted to us through Mobile Check Deposit, unless it is requested of you by the bank.
5. You will transmit to us only Electronic Items that are suitable for processing, including, but not limited to, Electronic Items that are legible and contain machine-readable MICR Line data.
6. You will review and verify for accuracy the information contained in the Electronic Item(s) before you transmit Electronic Item(s) to us.
7. You will only transmit Electronic Item(s) that are drawn on or payable at or through banks located within the United States.
8. You will not store or make a back-up copy of the Electronic Items you submit.

Card Controls: The Card Controls feature of Mobile Banking provides you access to card services at no cost; however, standard data and message rates will apply. Eligible Fort Hood National Bank debit cards can be turned on or off using this feature. Turning off your card is not a replacement for reporting your card lost or stolen. Contact us immediately if you believe that unauthorized transactions have been made on your card.

You can enable alerts for card related activities. Email and/or SMS Text Alerts can be established online through Digital Banking. If you wish to enable push notifications on the mobile device, you must establish those through our mobile application. In the event you disable alerts the bank may choose to continue to notify you of certain card activities that are designated as mandatory by the bank, this will include declined debit card transactions. We reserve the right to change the push notifications or alerts that are available to you, without notice. To completely remove alerts, you will need to disable that function in the settings of card controls **Termination of Mobile Banking Feature.** We may cancel your access to Mobile Banking or any of the services within Mobile Banking, including, but not limited to, Mobile Check Deposit, at any time without prior notice. You may terminate the use of Mobile Banking by removing the mobile application on your mobile device at any time. You will remain responsible for all transactions approved via Mobile Banking prior to the cancellation of that feature and for any other fees associated with your use of Mobile Banking. If your account is closed or restricted for any reason, Mobile Banking accessibility will automatically terminate.

I. Zelle Network® Standard Terms

Description of Services

We have partnered with the Zelle Network ("Zelle") to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle (each, a "User") using aliases, such as email addresses or mobile phone numbers (the "Service"). We will refer to financial institutions that have partnered with Zelle as "Network Banks."

Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank.

THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

Eligibility and User Profile

When you enroll to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this Digital Banking Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

The Digital Banking Terms and Conditions are subject to change. To view the current version of the Digital Banking Terms and Conditions please visit www.fhnb.com.

The stand alone application for Zelle can be accessed using your Debit Mastercard with the bank. This Debit Mastercard must be issued in conjunction with a Checking Account at the bank. You cannot use a Debit Mastercard that is tied directly to a Money Market account, or a Debit Mastercard that is only tied to a Savings Account.

Consent to Share Personal Information (Including Account Information)

You agree and understand that your account and usage of Zelle will be shared with Network Banks in order to process transactions using Zelle®, to aggregate information for transaction recording and reporting, for operation and maintenance of the network, and otherwise required by Applicable Law, subpoena, or order of any court, tribunal, or governmental entity of competent jurisdiction.

Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Policy at <https://www.fhnb.com/fraudprevention/your-privacy>, which is incorporated into and made a part of this Digital Banking Terms and Conditions by this reference.

Wireless Operator Data

We or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to us or to Zelle with your wireless operator account profile information for the duration of our business relationship. See Zelle's Privacy Policy <https://www.zellepay.com/privacy-policy> for how it treats your data. See the bank's Privacy Policy at <https://www.fhnb.com/fraudprevention/your-privacy>.

Enrolling for the Service

You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

Once enrolled, you may:

- i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
- ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."

If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.

Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Digital Banking Terms and Conditions. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- i. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- ii. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- iii. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.
- iv. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.
- v. To cancel text messaging from us, send STOP to 454545. For help or information regarding text messaging, send HELP to 454545 or contact our customer service at 1-800-477-9801. You expressly consent to receipt of a text message to confirm your "STOP" request.
- vi. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon, and others.

Receiving Money; Money Transfers by Network Banks

Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Digital Banking Online Terms and Conditions and the procedures of the business or government agency that is sending you the payment.

Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Digital Banking Terms and Conditions, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

Liability

Neither we nor *Zelle* shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE *ZELLE* TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. *ZELLE* DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor *Zelle* guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor *Zelle* accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or *Zelle* may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Digital Banking Terms and Conditions, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by *Zelle*. Neither we nor *Zelle* assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

Transaction Errors

Some of examples of the term "error" include an unauthorized electronic fund transfer that did not benefit you or an incorrect fund transfer to or from your account. Tell us **AT ONCE** if you believe an unauthorized *Zelle* transfer has been made without your permission, or your username and password has been compromised. Telephoning is the best way of keeping your possible losses down.

Your Liability for Unauthorized Transfers

Tell us **AT ONCE** if you believe an unauthorized *Zelle* transfer has been made without your permission, or your username and password has been compromised. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus any other funds available to you through your account.

Also, tell us **AT ONCE** if your statement shows transfers that you did not make or authorize. If you do not tell us within sixty (60) days after that statement was mailed to you, you may not get back any money you 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 hospital stay, kept you from telling us, we will extend the time periods.

If you furnish your digital banking user name and password and grant authority to another person (such as a family member or co-worker) to use that information to conduct Zelle transactions then you are fully liable for all transactions conducted by that person, even if that person exceeds the authority you granted. You are liable for the transactions up until you notify us that transactions by that person are no longer authorized.

YOU AGREE THAT YOU, NOT WE OR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU MAY HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

Liability for Failure to Complete Transfers

We do not make any representation or warranty that any particular Transfer Transaction can be completed, or that it can be completed within a particular period of time. Any estimate we may provide concerning the completion date for the Transfer Transaction is only an estimate, and is not binding on us. You understand and agree that we have no control over the actions of other Members, or of other financial institutions (including Member's Financial Institutions), that may prevent a Transfer Transaction from being completed, or may delay its completion. You understand and agree that we may not be able to complete a Transfer Transaction if:

- the receiving Member does not enroll in or register with the Transfer Service; or,
- the receiving Member does not register with the Transfer Service the specific email address or telephone number you have provided to us for them.

Upon learning that a Transfer Transaction to transfer funds from your Funding Account to a Member cannot be completed for any reason, we may make a reasonable effort to complete the payment again. If the Transfer Transaction is not completed, we will notify you to contact your intended recipient.

If you do not have enough money in your Funding Account to make a Transfer Transaction, we may reject your request to initiate the Transfer Transaction.

We reserve the right to decline or cancel any payment instructions or orders or to carry out change or cancellation requests. We may, in our sole discretion, decline to initiate or complete a Transfer Transaction for any reason. We may, in our sole discretion, accept instructions from any Member or from a Member's Financial Institution to block your attempts to use the Transfer Service to initiate Transfer Transactions with that Member or customers of that institution.

Fees

There are no per transaction fees associated with the use of Zelle. Please refer to our Banking Services/Fee Schedule for all other fees.

Use of Our Digital Banking Services

You agree to access this website and/or mobile app in compliance with our Digital Banking Terms and Conditions, which are available at https://www.fhnb.com/sites/fhnb/files/PDFs/Online_Services_Terms_and_Conditions.pdf and incorporated into and made part of this Digital Banking Terms and Conditions by this reference.

Right to Terminate Access

In the event (i) you violate any terms of this Digital Banking Terms and Conditions, (ii) there are unauthorized or fraudulent transactions related to your Funding Account, Deposit Account or use of the Transfer Service, or (iii) we incur problems with your use of the Transfer Service, you agree that we may suspend or terminate your access to the Transfer Service at any time.

We may, in our sole discretion, at any time and without prior notice to you or other Transfer Service participants, suspend or terminate:

- the Transfer Service,
- your ability to send or receive funds through a Transfer Transaction,
- your ability to send funds through a Transfer Transaction, while continuing to permit you to receive funds through a Transfer Transaction,
- your ability to request funds from another Member, or
- your ability to receive requests for funds from another Member.

Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. ZELLE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE'S SERVICE OR WITH THE TERMS OF THIS [AGREEMENT], YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Digital Banking Terms and Conditions, you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Digital Banking Terms and Conditions.

Governing Law; Choice of Law; Severability

In the event that any provision of the bank's Digital Banking Terms and Conditions shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of the Digital Banking Terms and Conditions shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Miscellaneous

Subject to the terms of this Digital Banking Terms and Conditions, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

5. Errors, Questions and Customer Support.

If you require assistance with Online Banking or Mobile Banking, please contact the Customer Support numbers below or, if you are using Mobile Banking, text "HELP" to 79680.

In cases of errors or questions concerning transactions completed with Digital Banking, do one of the following, as soon as possible:

1. Call Customer Support at 254-532-3000 or 800-477-9801 or TTY 866-390-5447; or
2. Write to Customer Support, P.O. Box 5000, Killeen, TX 76544; or
3. You can send us a secure message online or via our mobile application.

We must hear from you within sixty (60) days after we sent you the first statement or notification in which the error or problem appeared. To assist us in expediting your request, please provide us with:

- Name;
- Account number and your username (NOT your password);
- Description of the error or what you are unsure about, plus an explanation of why you believe it is an error or why you need more information. Include any reference numbers or descriptive language shown on the statement or receipt that will help us identify the transaction; and
- The amount of the suspected error.

For a Bill Pay or Transfer error tell us:

- Account number used to pay the bill or transfer funds;
- Payee name;
- Date the payment or transfer was sent;
- Confirmation number (if applicable);
- Amount; and
- Payee account number for the payment or transfer in question.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. We may take up to twenty (20) business days if the transfer involved a new account. (An account is considered new for thirty (30) days after the first deposit is made, if you are a new customer.) We reserve the right to take up to forty-five (45) days (ninety (90) days if the transfer was not initiated within a state, or was a point-of-sale debit card transaction or involved a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days if the transfer involved a new account) 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 the written complaint/question within ten (10) business days (twenty (20) business days if the transfer involved a new account), we may not credit your account.

We will notify you of the results of our investigation within three (3) business days after it is finished. If we believe there was no error, we will notify you in writing. You may ask for copies of documents that we used in our investigation. You will be liable to us for any amounts credited pending our investigation.

6. Digital Banking Privacy Disclosure. We understand how important privacy is to our customers. We have taken steps to ensure your security and privacy for your personal and financial dealings with us. Please refer to the Bank's Privacy Policy located on our website or contact Customer Support with any questions you may have.

We collect general information about your visit, such as when our site was accessed, which pages were accessed and what Internet provider was used,. You may elect to provide us with more specific information, such as when you give us feedback or send us an email. Email sent via the Secure Messaging feature within Digital Banking will be protected, and, accordingly, requests emailed from the Digital Banking website may contain confidential information or requests such as address changes.

If you would like to know what information we have collected regarding your visit to our website, contact Customer Support or the specific department you emailed (i.e., Customer Support, Loans, etc.). After reviewing the information, if you believe any of it is in error, contact Customer Support or that specific department and explain the alleged discrepancy. If the information is incorrect, we will update it promptly.

By using Digital Banking, you acknowledge and agree that the bank will set forth security procedures for electronic banking transactions that are reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures.

7. Disclosure of Account Information to third parties. We may disclose information about your account(s) or transactions involving your account(s) to third parties only as follows:

- A. The disclosure is necessary to complete a transaction that you have authorized or requested.
- B. The disclosure is necessary to verify the existence and condition of your account to a third party, such as a credit bureau or merchant.
- C. The disclosure is necessary to comply with a governmental agency or court order.
- D. You gave us permission (in writing, if required) to make the disclosure.
- E. The disclosure is necessary to collect information for internal use or the use of our service providers or servicing agents and contractors concerning our electronic funds transfer service.
- F. The disclosure involves a claim by or against us concerning a transaction involving your account.
- G. The disclosure otherwise is required or permitted under state or federal laws and/or regulations concerning our electronic funds transfer service.

8. Children's Privacy. Protecting the privacy of our children is more critical today than ever. For that reason, our website is not structured to attract children under the age of 13. You must be 13 or older to submit our forms via our website.

9. **SEVERABILITY.** In the event that any provision of these Digital Banking Terms and Conditions shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of these Digital Banking Terms and Conditions shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
10. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY 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 YOUR USE OF THE DIGITAL BANKING SERVICE OR ANY OF ITS FUNCTIONS, AND YOU SHALL INDEMNIFY AND HOLD US HARMLESS FROM ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES, COSTS, EXPENSES AND ATTORNEYS' FEES WE SUFFER OR INCUR BECAUSE OF YOUR USE OF THE DIGITAL BANKING SERVICE.
11. The Digital Banking Terms and Conditions are subject to change. To view the current version of the Digital Banking Terms and Conditions please visit www.fhnb.com. These Digital Banking Terms and Conditions supplement and are incorporated by reference in the Deposit Agreement, the agreement between you and the bank governing your account. If any provision of these Digital Banking Terms and Conditions conflicts with any other provision of the Deposit Agreement, then the provision of these Digital Banking Terms and Conditions will govern only with respect to the Digital Banking, Mobile Banking, Bill Pay, and E-Statement features of your account.