

## **Internet Banking Terms and Conditions**

### **Agreement**

This Agreement, which includes the Fee Schedule and Enrollment Form, is a contract which establishes the rules that cover the electronic access to your accounts at West Texas National Bank using WTNB Internet Banking. By accepting this Agreement, you are agreeing to bound by all the terms and conditions of this Agreement. Please read it carefully.

This Agreement is also subject to applicable Federal laws and the laws of the State of Texas. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. You may not assign this Agreement. This Agreement is binding upon your heirs and the bank's successors and assigns.

The headings in this Agreement are for convenience only and do not govern the meaning of this Agreement.

The terms and conditions set forth in this Agreement are in addition to and do not by any means cancel or supersede any other agreements, disclosure, or signature cards that govern your deposits, loans or other business relationships with West Texas National Bank.

### **Privacy**

Protecting the privacy of consumers is important to West Texas National Bank and our employees. Our Privacy Policy is located at [www.wtnb.com](http://www.wtnb.com). You agree that you have read and understand our Privacy Policy.

### **Definitions**

The words in this Agreement:

- “We”, “our”, “us” and “WTNB” refer to West Texas National Bank.
- “You” and “your” refer to each person who has an interest or ownership in an account that is accessible through WTNB Internet Banking, WTNB BillPay or WTNB Mobiliti.
- “Account” or “accounts” means your accounts at West Texas National Bank.
- “Electronic funds transfers” means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your West Texas National Bank accounts using WTNB Internet Banking.
- “WTNB Internet Banking” refers to the services provided pursuant to this Agreement.
- “WTNB BillPay” refers to the services provided pursuant to this Agreement.
- “WTNB Mobiliti” refers to the services provided pursuant to this Agreement.
- “Business day(s)” are Monday through Friday, 9:00 AM to 5:00 PM, except for Saturday, Sunday and holidays observed by the Federal Reserve.

### **WTNB Internet Banking Services**

You can use WTNB Internet Banking to check the balance of your WTNB accounts, view your account histories, transfer funds between your WTNB accounts, make stop-payment requests, view check images and view statements.

### **WTNB Mobiliti**

WTNB Mobiliti banking is an optional add-on service to WTNB Internet Banking Services. WTNB Mobiliti banking provides users with access to limited access to WTNB Internet Banking Services via a mobile device. By enrolling in WTNB Mobiliti banking, you agree to be bound by this agreement in its entirety as well as the service details and requirements outlined in the WTNB Mobiliti Services section of this agreement.

### **WTNB BillPay**

Users of the WTNB BillPay system are subject to the Terms and Conditions set forth by CheckFree.

### **Access**

You must have at least one account at WTNB, your own necessary computer equipment, access to Internet service, web browsing software, and an e-mail address in order to use WTNB Internet Banking. In order to use WTNB BillPay, you must have the same items but in addition you must also have a checking account at WTNB.

You agree that you are responsible for any and all installation, maintenance, and operation of your computer and your software.

### **Hours of Access**

WTNB Internet Banking and WTNB BillPay can be accessed seven (7) days a week, twenty-four (24) hours a day. Occasionally due to emergencies or scheduled maintenance, services may not be available. In the event that services may be unavailable for an extended period of time, we agree to notify you via the WTNB website at [www.wtnb.com](http://www.wtnb.com).

### **Enrollment**

New users can contact a Personal Banker or Customer Care to obtain access information. Customer Care may be reached at 1-877-493-7862.

You will have access only to those accounts for which you are authorized.

Business customers must contact their banker or Customer Care to complete the enrollment process. Business customers may also have to complete an applicable business resolution agreement.

### **Passwords**

For security purposes, you are required to change your password upon your initial login to WTNB Internet Banking. You will determine what password you will use and the identity of that password. The password must contain no less than eight (8) and no more than fifteen (15) characters which are comprised of at least one (1) letter and one (1) number. Passwords are case sensitive so be careful when entering upper and lower case characters so that you remember how

you originally entered the password for the next time you attempt to login. The password is not communicated to us.

- You agree that we are authorized to act on instructions received under your password.
- You accept responsibility for the confidentiality and security of your password.
- You agree to change your password on a regular basis.

Upon three unsuccessful attempts to use your password, your access to WTNB Internet Banking will be revoked. To re-establish your authorization to use WTNB Internet Banking, you must contact us to have your password reset or to obtain a new temporary password. You may contact a Personal Banker or Customer Care at 1-877-493-7862 for assistance.

Your password should not be associated with any commonly known personal identification such as social security number, address, date of birth, and/or names of children. Your password should be memorized rather than written down.

### **Security**

You play an important role in preventing the misuse of your accounts through WTNB Internet Banking or WTNB BillPay.

- You agree that you are responsible for all transactions you authorize or make using WTNB Internet Banking or WTNB BillPay including those transactions that may be made unintentionally or inadvertently, and any losses, charges, or penalties that you may incur as a result.
- You agree that you are responsible for any transactions made by unauthorized persons using your Access ID and Password.
- You agree to promptly examine your paper statement for each of your WTNB accounts as soon as you receive it.
- You agree to protect the confidentiality of your account, account number, Access ID, Password, and personal identification information such as your driver's license number and social security number.
- You understand that personal identification information by itself or together with information related to your account may allow unauthorized access to your account.
- Your Access ID and Password are intended to prevent unauthorized access to your accounts.
- You acknowledge that we undertake no obligation to monitor transactions through WTNB Internet Banking or WTNB BillPay in determining that they are made on behalf of the account holder.

- You acknowledge that the Internet is inherently insecure, and that all data transfers, including electronic mail, occur openly on the Internet and can potentially be monitored and read by others.

Data that is transferred through WTNB Internet Banking or WTNB BillPay is encrypted in an effort to provide transmission security. Identification technology is used to verify that the sender and receiver of the transmissions can be appropriately identified by each other. In our efforts to ensure that WTNB Internet Banking and WTNB BillPay systems are secure, we cannot and do not warrant that all data transfers using these programs or any e-mail transmitted to and from us, will not be monitored or read by others.

### **E-SIGN Consent**

By accepting this Agreement, you are consenting to receive certain communications and legally required disclosures from West Texas National Bank in connection with your account, including disclosures that are required to be provided to you in writing (collectively, “Disclosures”) in electronic format, in accordance with the *E-SIGN Consent to Use Electronic Records* linked here: <https://wtnb.com/v/agreements/>.

### **Fees and Charges**

- You agree to pay the fees and charges as set forth in the current fee schedule for the use of WTNB Internet Banking and WTNB BillPay.
- You agree to contact us if you close your Primary Checking Account and immediately designate another in its place.
- You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement.
- You agree that you are responsible for telephone and Internet service fees you incur in connection with the use of WTNB Internet Banking, WTNB BillPay or WTNB Mobiliti.

### **WTNB Alerts**

We may offer an alerts service on certain products, from time to time. This service must be activated by you and may be subject to additional terms and conditions.

### **WTNB Mobiliti Services**

Your enrollment in WTNB Internet Banking includes optional access to enroll in and use WTNB Mobiliti banking services. WTNB Mobiliti banking allows you to access your accounts via a mobile device such as a cell phone. WTNB Mobiliti banking requires a mobile device with Internet access and text messaging capabilities to operate. There are no fees charged by West Texas National Bank for using this service but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging, imposed by your communication services provider. Additionally, you agree that we may send any eAlerts or WTNB Mobiliti banking messages through your communication services provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. You represent that you are the legal owner of the accounts and other financial

information which may be accessed via Mobiliti Banking. You agree to provide a valid mobile phone number, communication services provider (carrier), and WTNB Mobiliti banking PIN during the enrollment process. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

You may use WTNB Mobiliti banking to perform balance and transaction inquiries, transfer funds between your eligible West Texas National Bank accounts (internal transfer), and access your WTNB BillPay account to initiate bill payments. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose limits without notice, at our option.

We may offer additional WTNB Mobiliti banking services and features in the future. Any added Mobiliti banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobiliti banking service or feature is added or at the time of enrollment for the feature or service if applicable. From time to time, we may modify or discontinue offering the Mobiliti banking service we offer without notice, except as may be required by Law. In order to properly use Mobiliti Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobiliti Banking in accordance with the Internet Banking instructions and agree that you will contact us directly if you have any problems with Mobiliti Banking. In the event of any modifications, you are responsible for making sure you that you understand how to use WTNB Mobiliti banking as modified. We will not be liable to you for any losses caused by your failure to properly use the Services or your mobile device.

You represent that you are an authorized user of the Wireless Device you will use to access Mobiliti Banking. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using WTNB Mobiliti banking. You agree not to leave your mobile device unattended while logged into WTNB Mobiliti banking and to log off immediately at the completion of each access by you. You agree not to provide any of your access information to any unauthorized person. If you permit other persons to use your mobile device, login information, or any other means to access WTNB Mobiliti banking, you will be held responsible for any transactions they authorize and we will not be liable for any damages resulting to you. We make no representations that WTNB Mobiliti banking will be available for use in locations outside of the United States. Accessing WTNB Mobiliti banking from locations outside of the United States is at your own risk.

You agree to notify us immediately if you lose, or change or cancel the number of, your enrolled mobile device. If you believe that someone may have unauthorized access to your WTNB Mobiliti banking, you agree to cancel your WTNB Mobiliti banking associated with the device immediately.

WTNB Mobiliti banking is provided for your convenience and does not replace your monthly statement(s), which are the official record of your accounts.

### **Change in Terms**

We may change any term, condition, fee, charge, or provision of this Agreement at any time. For changes that would increase the liability to you such as increased fees for any of our Internet

Banking services, fewer types of available electronic fund transfers, or the frequency of transfers or the dollar amount, we agree to provide you at least 30 days advanced notice by postal mail before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system.

Your continued use of WTNB Internet Banking, WTNB BillPay and/or WTNB Mobiliti indicates your acceptance of the change in terms, unless you notify us in writing within ten (10) days of receiving the notice that you reject these changes and close your accounts with us. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

### **Periodic Statements**

Transactions completed through WTNB Internet Banking, WTNB BillPay and/or WTNB Mobiliti will appear on their respective accounts periodic statements you currently receive from WTNB.

You agree to notify us promptly if you change your address.

### **Limits on Amounts and frequency of WTNB Internet Banking, WTNB BillPay and/or WTNB Mobiliti Transactions**

The number of transfers made from an WTNB account is limited to the terms of the applicable deposit agreement and disclosure for those accounts. Pursuant to federal regulations, only six (6) preauthorized or automatic transfers from your money fund or statement savings accounts may be made during each statement period. Telephone transfers and point of sale transactions are considered to be automatic transfers.

### **Posting of Transfers**

Transfers initiated through WTNB Internet Banking:

Transfers made after 7:00 pm Central Standard Time will be posted the next business day.

Transfers made on non-business days – Saturdays, Sundays or holidays observed by the Federal Reserve – will be posted on the next business day.

### **Overdrafts (Order of Payments, Transfers, and other Withdrawals)**

It is your responsibility to ensure that you have enough available funds or credit in an account that you wish us to make a payment or transfer from. If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- transfers involving currency disbursements will have priority;
- transfers initiated through WTNB Internet Banking, WTNB BillPay and/or WTNB Mobiliti which would result in an overdraft of your account may, at our discretion, be cancelled;
- transfers initiated through WTNB Internet Banking, WTNB BillPay and/or WTNB Mobiliti which would result in an overdraft of your account and are not cancelled, may be assessed overdraft charges as listed in the deposit agreement/disclosure for that account.

You agree to reimburse us if we complete a payment or transfer that you make or authorize and later learn that you have insufficient funds to cover the transaction. You further agree that we may reverse the transaction or offset the shortage with funds from any other deposit account (s) you may have with us to the extent permitted by the applicable law and the terms of any other relevant account agreements.

### **Our Liabilities for Failure to Make 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 actual losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transaction or transfer;
2. If the transaction would exceed the credit limit on your WTNB Checkmate account (if you have one) or the credit limit of any account subject to this agreement;
3. If your account is not in good standing, closed, or has been frozen;
4. If a hold has been placed on deposits in an account that you wish to transfer funds from, you cannot transfer the allowed portion of the funds held until the hold expires;
5. If we reverse the transaction or transfer because of insufficient funds;
6. If any electronic terminal, telecommunication device or any part of the WTNB Internet Banking, WTNB BillPay and/or WTNB Mobiliti system was not working properly and you knew about the problem when the transaction was started;
7. If any system you use including your browser, internet service provider, financial management software, or any equipment you may use to access WTNB Internet Banking, WTNB BillPay and/or WTNB Mobiliti malfunctions or is misapplied;
8. If you obtain a computer virus;
9. If you have not properly followed the on-screen instructions for using WTNB Internet Banking, WTNB BillPay and/or WTNB Mobiliti;
10. If circumstances beyond our control (such as fire, electrical outages, postal strikes, delays caused by the payee, or flood) prevent the transaction, despite reasonable precautions that we have taken;
11. If you or anyone you allow, commits fraud or violates any law or regulation; or
12. If court order or other legal process prevents us from making a transaction.

There may be other exceptions to liability stated in our account agreement with you.

## Stop-Payment Requests

Placing a stop-payment on a paper check is different from the cancellation of a bill payment. Because it has been paid electronically, once a bill payment has been debited from your account, you **CANNOT** cancel or stop it.

You may initiate stop-payment requests for *paper checks* you have written on your WTNB accounts through WTNB Internet Banking as well as by phone, mail or in person if the item has not already been presented.

- Stop-payments initiated in WTNB Internet Banking will be effective for 6 months, provided that the signed stop-payment form is provided by you within 14 days of initiating such stop-payment.
- A fee of \$30.00 will be charged for each Stop-Payment Request.
- You also agree to place Stop-Payments at least three business days prior to item posting.
- Error Resolution

If you note errors or have questions about your Electronic Transactions, telephone us at:

1-877-493-7862

or write us at:

West Texas National Bank  
6 Desta Drive Suite 2400  
Midland, TX 79705-5525

as soon as you can, if you think an error has occurred, or if you need more information about a transaction listed on your paper statement or receipt. We must hear from you no later than 60 days after we sent the **FIRST** paper statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.
4. If the suspected error relates to a bill payment made through WTNB BillPay Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, and the payee account number for the payment in question.

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

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If



we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to investigate your complaint or question, we will credit your account within 10 business days (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 money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

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

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

If you have inquiries regarding your account please contact us at:

West Texas National Bank  
6 Desta Drive  
Suite 2400  
Midland, TX 79705-5525  
Phone: 1-877-493-7862

Business days: Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays. Holidays observed by the Federal Reserve are not included.

### **Consumer Liability for Unauthorized Transactions**

This section explains your liability for unauthorized transactions.

Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/ or code 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, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, 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 a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Additional Limits on Liability for MasterCard®-branded Debit Card. You will not be liable for any unauthorized transactions using your MasterCard®-branded Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us.

### **Disclaimer of Warranty and Limitation of Liability**

We make no warranty of any kind, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the WTNB Internet Banking, WTNB BillPay and/or WTNB Mobiliti Services provided to you under this Agreement. We do not and cannot warrant that WTNB Internet Banking, WTNB BillPay and/or WTNB Mobiliti will operate without errors, or that any or all WTNB Internet Banking, WTNB BillPay and/or WTNB Mobiliti Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to WTNB Internet Banking, WTNB BillPay and/or WTNB Mobiliti, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of West Texas National Bank and its affiliates exceed the amounts paid by you for the services provided to you through WTNB Internet Banking, WTNB BillPay and/or WTNB Mobiliti.

### **Your Right to Terminate**

You may cancel your WTNB Internet Banking, WTNB BillPay and/or WTNB Mobiliti service at any time by providing us with written notice by mail, e-mail, fax, or by calling 1-877-493-7862. Your access to WTNB Internet Banking, WTNB BillPay and/or WTNB Mobiliti will be suspended within 3 business days of our receipt of your instructions to cancel the service. This termination will only affect your WTNB Internet Banking, WTNB BillPay and/or WTNB Mobiliti services and does not terminate any other agreements you may have with us. You will remain responsible for any and all outstanding fees and charges incurred prior to the date of cancellation.

You authorize us to continue making transfers you have previously authorized until we have had a reasonable opportunity to act upon your termination notice.

You also agree that upon termination of either or both services, by us or by you, that you will cancel all automatic and or recurring transfers you have previously authorized and if you fail to do so that you are responsible for such payments.

### **Our Right to Terminate**

You agree that we can terminate or limit your access to WTNB Internet Banking, WTNB BillPay and/or WTNB Mobiliti Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your West Texas National Bank accounts. WTNB Internet Banking services may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.

2. Upon 3 business days' notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account if using WTNB BillPay.
3. Upon reasonable notice, for any other reason in our sole discretion.

We reserve the right to deny any further payments or transfers from your account(s) pursuant to the Agreement, including payments or transfers you have previously authorized.

### **Assignment**

West Texas National Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party.

### **Disclosure of Account Information**

We will not disclose information to third parties about your accounts or about you without your permission, however, we may disclose information:

- When it is necessary to complete transfers or transactions or to send notice of dishonor or nonpayment;
- To our accountants;
- To bank regulators;
- To exchange, in the regular course of business, credit information with other banks, financial institutions, or commercial enterprises, directly or through credit reporting agencies;

(Under the Fair Credit Reporting Act you have the right to make sure that your credit bureau reports are correct and accurate.)

- To advise third parties of accounts closed for misuse;
- To furnish information to the appropriate law enforcement authorities when we reasonably believe we have been the victim of a crime;
- To comply with government agency or court orders, or to furnish any information required by statute;
- To furnish information about the existence of an account to a judgment creditor of yours who has made a written request for such information;
- When we are attempting to collect an obligation owed to us;
- Or unless otherwise prohibited by law.

In addition, you understand and agree that we may, from time to time, request and review credit reports and other information about you prepared by credit reporting agencies or others.

**Our Right of Offset**

You acknowledge that we may (without prior notice and when permitted by law) set-off the funds in your account against any due and payable debt owed to us by you now or in the future. If the account is held jointly, we may offset funds for the debt of any or all of the joint owners. We will notify you if we exercise our right to offset.

**Legal Action**

If we initiate legal action to collect money owed to us under this agreement, including any counterclaim, you agree to pay all our reasonable costs for such action. This provision does not apply to any action in connection with any credit account. In such cases, the credit agreement will govern these costs.

**Communications between West Texas National Bank and You**

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

Telephone: You can contact Customer Care by telephone at 1-877-493-7862. Facsimile: You can contact us by fax at 432-687-5279.

Postal Mail: You can write to us at:

West Texas National Bank Customer Care 6 Desta Drive Suite 2400 Midland, TX 79705-5525

In Person You may visit us in person at any one of our locations:

Alpine - 100 East Avenue E, Alpine, TX 79830

Crane - 720 South Gaston, Crane, TX 79731

Denver City - 810 E Broadway, Denver City, TX 79323

Kermit 101 - East Avenue, Kermit, TX 79745

Midland - Downtown 300 North Marienfeld Street, Suite 100, Midland, TX 79701

Midland - ClayDesta Center (Corporate Office) 6 Desta Drive, Suite 2400, Midland, TX 79705

Midland - Northwest 5401 West Wadley, Midland, TX 79707

Odessa - 6005 Eastridge Road, Suite 120, Odessa, TX 79762

Pecos - 100 East 6th Street, Pecos, TX 79772

Seminole - 200 Southeast Avenue B, Seminole, TX 79360

Terlingua - 53610 State Highway 118, Terlingua, TX 79852

Internet Banking Fee Schedule

**WTNB Internet Banking**

The WTNB Internet Banking system allows you to check account balances, transfer funds between accounts, view account histories, make stop-payment requests, download account activity in electronic format, and re-order checks. There is no charge for WTNB Internet Banking.

**WTNB BillPay**

WTNB BillPay requires maintenance of a West Texas National Bank checking account. There may be fees associated with the checking account. There may be fees from CheckFree for expedited payments. There is a \$0.50 fee for each Popmoney payment.

**WTNB Mobiliti**

There are no fees charged by West Texas National Bank for using this service but you are responsible for any and all charges, including, but no limited to, fees associated with text messaging, imposed by your communication services provider.

Last updated: 2020-0311