

ONLINE BANKING SERVICES E-SIGN DISCLOSURE AND AGREEMENT

Please take this opportunity to review the following disclosures and information about accessing and using the Online Banking Services (as that term is defined in the First State Bank of Bedias Online Banking Services Agreement).

E-SIGN AGREEMENT "ELECTRONIC COMMUNICATIONS" DISCLOSURE

This statement asks for your consent so that we can provide communications and information to you in an electronic format rather than in paper format. Before you decide whether or not you wish to provide your consent to receiving electronic disclosures ("eDisclosures"), you should read and consider the following information. Then, if you decide to consent, you can click the "Accept" button at the bottom of the registration screen. For your consent to be effective, your computer and browser will need to meet the hardware and software requirements discussed below.

This statement contains important information that we are required by law to provide to you. You should keep a copy for your records. If you have any questions about eDisclosures that are not answered, feel free to communicate with us by contacting your local banking center.

Our Online Banking Service (the "Service") was designed and built to provide records to you in electronic form. You cannot enroll in the Service online without agreeing to receive the Online Services Agreement and Disclosure in electronic form. If you consent, we may also provide other disclosures in an electronic format. These disclosures may include but are not limited to the following:

- Updates or Amendments to our Online Banking Services Agreement
- Monthly account statements;
- Notice of change in account terms;
- Notice of fee changes;
- Responses to any questions you may have about electronic funds transfers;
- Privacy and security notices.
- Other information related to your accounts with us. Accounts may include, but are not limited to, Deposit Accounts (such as Consumer and Business checking, money market and savings accounts), Safe Deposit Box Accounts and Loan Accounts

If you wish to receive electronic "only" account statements, notices and disclosures we will ask you to complete a separate consent process.

How to Obtain Electronic Disclosures (eDisclosures)

We will always post our most current Online Banking Services Agreement on our website. If any amendment(s) to the Online Banking Services Agreement results in an adverse affect upon our customers, we will provide at least 30 days prior notice through a secure online message and/or external email alert. We may also send you an external email notice and/or secure message through our Online Banking Services to inform you where other important disclosures or account statements can be viewed on our website or within our Online Banking Site.

You may download or print all electronic notices and disclosures from your computer if you have the hardware and software described below. You can also save copies of electronic notices and disclosures to your hard drive or other media for viewing and printing at a later time.

If you have trouble printing or if you need a paper copy for a special situation, you may request a paper copy from us by calling Customer Service at 936-395-2141. If you need a paper copy of any eDisclosure, we will provide the first copy for free. Charges may apply for additional paper copies.

System and Equipment Requirements

Prior to accepting eDisclosures, you should verify that you have the required hardware and software necessary to access the system and retrieve documents and disclosures in an electronic format. You will need:

- Internet Access.
- A computer and Internet browser that can support 128-bit encryption.
- For security purposes, we support the most current version of popular browsers, such as Microsoft Internet Explorer, Mozilla/Firefox, Google Chrome or Safari. The most current browser versions are typically more secure and will support 128 bit encryption. Browser upgrades are accessible on the Internet Banking login page.
- A printer for printing eDisclosures and/or you sufficient hard-drive space or other media (e.g. CD, DVD) if you plan to save disclosures in an electronic format.
- A valid email address. This is necessary so that we can send you notices when eDisclosures are available on our website or within the Online Banking Site.

We may revise hardware and software requirements from time-to-time. If there is a material chance that the required changes may impact your ability to access the system or eDisclosures, we will notify you of these changes at least thirty (30) days in advance. At that time, you will be given an opportunity to change the format of your disclosures (e.g. change from an electronic format to paper format) without the imposition of any fees.

Cancellation of eDisclosures

If you consent to receive eDisclosures and later change your mind, you may withdraw your consent and change to paper delivery format.

You can notify us of your intent to cancel eDisclosures by sending us a secure message through the Online Banking Site or by calling Customer Service at 936-395-2141.

If you send us a secure message or write us a letter, please be sure to identify yourself and the applicable accounts.

If you have agreed to receive electronic-only account statements, notices and disclosures, you can “opt-out” by following these steps:

- Log in to online banking
- Select Statements & Notices
- Account Statements/Notices
- Manage E-Delivery options
- Uncheck the accounts you want to opt-out from receiving eDisclosures
- Click Save

After your opt-out request is processed, you will begin receiving paper copies of account statements, notices and disclosures. Additional charges may apply.

Address Changes

In order to provide eDisclosures, we must maintain current customer email address at all times. It is your sole responsibility to provide us with your correct contact information, including a current valid email address.

You should notify First State Bank of Bedias of any changes to your personal contact information by contacting your local banking center. If you wish to notify us electronically, please update your personal information through the Update Profile menu within our Online Banking Services.

Proceed with Acceptance of eDisclosures

With your acceptance below, you agree to accept disclosures related to the Online Banking Services in an electronic format. You also agree that you have the necessary equipment for accessing and viewing the disclosures and you agree to notify us if you change your email address or if you no longer want to receive disclosures electronically.

If you enroll for Online Banking Services in one of our banking centers, we may send you an email and ask you to confirm your email address, and your ability to access eDisclosures.

By clicking "Accept" on the website or the mobile application, you are agreeing to receive disclosures electronically as stated in this E-Sign Disclosure and Agreement and you are agreeing to the following First State Bank of Bedias Online Banking Services Agreement.

If you DO NOT want to consent to electronic delivery of disclosures, PLEASE EXIT THE WEBSITE OR THE MOBILE APPLICATION NOW.

If you consent to electronic delivery of disclosures, including the following Online Banking Services Agreement, please click the "Accept" button on the website or the mobile application.

ONLINE BANKING SERVICES AGREEMENT

1. Introduction

This Agreement governs your use of the Services (defined below). Unless otherwise noted, each section below applies regardless of whether you are using the Services to access your Bank Account or Non-Bank Account.

Before using any of the Services, please read this Agreement. You accept this Agreement by using the Services. If you don't accept these terms, you may not use the Services. This Agreement governs your use of any information, content, products, services, transactions, and other features available through the Online Banking Web site (the "Online Banking Site"). This Agreement is part of the Terms and Conditions for bediasbank.com and the Terms and Conditions for banking.bediasbank.com. All of these Terms and Conditions apply to your use of the Services on the Online Banking Site. Please also visit www.bediasbank.com/privacy for information about how First State Bank of Bedias collects, uses, and discloses personal information in connection with the Services.

If you use certain accounts, features, products, or services in connection with the Services, you may be subject to separate agreements governing such accounts, features, products, or services (collectively, "Additional Agreements"). This includes agreements or terms governing any checking, savings, or other deposit accounts; loan, and any other accounts that you may access while using the Services; fee schedules; our electronic funds transfer agreement and disclosures; our Online Bill Payment Authorization and Agreement; and your signature card. The Additional Agreements are incorporated into this Agreement.

If the terms of this Agreement conflict with the terms in any Additional Agreement solely as they apply to online banking and online bill payment services, this Agreement controls. But the terms of this Agreement are not intended to modify any disclosures or other terms that are required by law and that are provided by First State Bank of Bedias in an Additional Agreement.

This Agreement shall apply regardless of how the Services are accessed. This includes but is not limited to through the URL addresses <https://www.bediasbank.com> and <https://banking.bediasbank.com>, the First State Bank of Bedias mobile app, or electronic mail or links from another website via a computer, mobile device, or any other means.

2. Definitions

Unless otherwise stated, the following definitions apply throughout this Agreement:

"First State Bank of Bedias", "we", "us" or "our" mean, collectively, Bedias Financial Corporation, its subsidiaries, and affiliates (including, without limitation, First State Bank of Bedias, and all of their respective successors, assigns, agents, and/or authorized representatives). However, for a specific account accessible through the Online Banking Site, "First State Bank of Bedias", "we", "us" or "our" means the particular entity in the First State Bank of Bedias family that offers such account. Please consult your account agreement(s) for information about the First State Bank of Bedias company servicing your individual account(s).

"You" or "your" mean each Authorized Person (as defined below) with an interest in a First State Bank of Bedias account which is accessible through the Services or through the Online Banking Site; the Business and the Business Signer; each person who signed the application or other binding documentation for the account with First State Bank of Bedias (a joint account holder); or any person authorized to use the account in any way (an "Authorized User"). Whenever "you" is more than one person with respect to any such account or relationship (e.g. primary and co-borrower for a Loan Account), the obligations and agreements applicable to you under this Agreement shall be deemed to be joint and several wherever appropriate.

"Account" and "accounts" mean the checking, savings or other deposit accounts, loan accounts and other accounts that are tied to your Social Security number, Tax Identification Number (including EIN) or other unique identifier provided to you by First State Bank of Bedias (your "Customer Number") and that are used through the Services, and any other account that you may add to your online banking profile (as further set forth below).

"Authorized Person" means, for an individual account, each person who has an interest in or authority to transact business using such account. For an entity account, it means each person listed as an authorized signor on the signature card for such account or otherwise authorized to transact any business using such account.

“Bank Accounts” mean any account that you are an account holder (including joint) on that is a First State Bank of Bedias checking, savings, money market, certificate of deposit, personal loan, or line of credit. These accounts will be automatically linked to your Online Banking profile.

“Bank Bill Pay Terms” means the terms that govern when you use the Bank Bill Pay Services to pay your bills.

“Biller” is the person or entity to which you wish to receive a bill payment. This also includes the person or entity from which you receive electronic bills.

“Billing Account” is the checking account from which all Service fees will be automatically debited.

“Business” means the corporation, company, partnership, association, or other business which employs an Authorized User (or with which an Authorized User is otherwise associated) and which has arranged for the issue of the Payment card to an Authorized User.

“Business Day” is every Monday through Friday, excluding Federal Reserve holidays.

“First State Bank of Bedias Site” means any website owned or operated by a member of the First State Bank of Bedias family of companies that contains information about available products and services and/or terms and conditions relating to any accounts, account information and/or transactions that you may view, perform, modify, or otherwise access or use while using the Services. First State Bank of Bedias Sites include, without limitation, the Online Banking Site and bediasbank.com.

“Computer” means your computer, computer system, mobile device, or any other method used to access a First State Bank of Bedias Site and all related equipment and software.

“Due Date” is the date on which payment to a Biller is due as reflected on the billing statement that you receive from that Biller. It is not the late payment date or the date beginning a grace period or any date during a grace period.

“Exception Payments” means payments to deposit accounts or brokerage accounts; or payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

“External Transfers” mean monetary transfers between your accounts held at First State Bank of Bedias and an external financial institution.

“Funds Transfers” means all Internal Transfers and External Transfers.

“Internal Transfers” means monetary transfers between your accounts held at First State Bank of Bedias.

“Non-Bank Accounts” means any account that you are the primary account holder for, including but not limited to First State Bank of Bedias: remote deposit accounts, merchant services. These accounts may be automatically linked to your Online Banking profile, and in some cases, you may not have access to the full suite of Services available through the First State Bank of Bedias mobile app for these accounts.

“Online Banking” or **“Online Banking Site”** refers to the online platform(s) that allows you to perform the Services, including the First State Bank of Bedias mobile app and Debit Card Services App.

“Online Bill Pay” refers to the services we provide through our online bill payment service.

“Online Bill Payment Account” is the First State Bank of Bedias deposit account from which payments are made through Online Bill Pay.

“Payment Account” or **“Eligible Transaction Account”** means any transaction account that is eligible for the Services and that is designated by you for the following purposes: making payments through the bill payment features of the Services, for automatic debiting of any service fees, and to which any payments and credits to you will be credited.

“Payment Instruction” is the information you provide for a payment to be made to a Biller through the Online Bill Pay Service. This includes Biller name, Biller account number, and Scheduled Payment Date.

“Personal Account” means any asset account established by a natural person primarily for personal, family, or household purposes.

“Scheduled Payment Date” is the day you want your Biller to receive your bill payment. If the Scheduled Payment Date falls on a non-Business Day, the Scheduled Payment Date will be the previous Business Day.

“Scheduled Payment” is a payment that has been scheduled through the Services but has not been processed.

“Service Provider” means companies (and their affiliates) that we have engaged to render some or all the Services to you on our behalf.

3. Description of Services

The “Services” means all information, materials, content, communications, features, products, services, methods of conducting transactions and transactions available, offered, made, obtained, or otherwise provided or used through the Online Banking Site. This may include, without limitation, the ability to (a) create, enter, and change credentials to access and manage your Account(s) through the Online Banking Site; (b) transfer funds between certain accounts; (c) make bill payments through Online Bill Pay and schedule other payments to certain accounts; (d) obtain account balance and other account information for various First State Bank of Bedias accounts that you have (including checking, savings or other deposit accounts, loan accounts); (e) obtain transaction information on your accounts; (f) download account transactions to your Computer; (g) update your address; (h) view online statements and tax forms; (i) view online check images; (j) re-order checks for checking accounts established at a First State Bank of Bedias bank. These features are subject to this Agreement and any Additional Agreements that apply. The Services also include any portion of the Online Banking Site and any software used to operate the Services. Subject to this Agreement, you may use the Services seven days a week, twenty-four hours a day, except for any scheduled or unscheduled interruptions in the Services for maintenance, security, or any other reasons, as described below.

Some features, information, types of transactions or other parts of the Services may not be available for all of your First State Bank of Bedias accounts or when accessing the Services via mobile device. For some of your accounts, you may be able to connect from the Online Banking Site to another First State Bank of Bedias Site relating to such accounts where you may be able to access features, information, transactions, or other services pertaining to those accounts that you cannot access directly on the Online Banking Site.

4. Security, Confidentiality of Access Information

Use of the Services requires a computer or approved mobile device and Internet access connected through an Internet or mobile service provider with a Web browser (for example, Firefox, Chrome, or Microsoft Edge).

To protect the confidentiality and security of your financial information, you must connect to the Online Banking Site using an Internet browser that supports TLS 1.2 or higher. Use of the Services with lower than TLS 1.2 is strictly prohibited. To the extent you are able to access the Services using lower than TLS 1.2, we specifically disclaim any and all responsibility for losses resulting from your use of such lower encryption. We may change these requirements from time to time.

You agree to keep your Customer Number, username, password, and any other security or access information (collectively, "Access Information") confidential to prevent unauthorized access to your account(s) and to prevent unauthorized use of the Services. We recommend that you memorize your Access Information and do not write it down. You agree not to give or make available your Access Information to any unauthorized individual.

If you believe the security of your password or any other Access Information has been compromised in any way, you must notify us immediately. This includes when your password has been lost or stolen; someone has attempted to use the Services under your Customer Number without your consent; your account has been accessed, or someone has transferred money from your account without your permission. (See Section 16 titled "Your Responsibilities And Liabilities" below.)

We reserve the right to deny you access to any accounts or to the Services, or to deny the processing of transactions, to maintain or restore security or performance of the Online Banking Site or any other First State Bank of Bedias Sites and systems. We may do so if we reasonably believe in our sole discretion your Access Information has been or may be obtained (or is being used or may be used) by an unauthorized person. We may try to notify you in advance but cannot guarantee we will do so.

Access to and use of the Online Banking Site is subject to applicable federal, state, and local laws and regulations. Unauthorized use of the Online Banking Site is prohibited. Violators can be prosecuted under applicable law.

5. Enrollment in Services; Accounts Which Can Be Accessed

To enroll in Online Banking for certain Accounts, you will need your Social Security or Tax Identification Number or account number. If you do not have such a number and are interested in enrolling, you must contact Online Banking Customer Service at one of our locations for more information. Additional requirements may apply depending on the account(s) you have.

If you share your log in credentials with a third party, even if you share an account with them, they will have access to view all of your linked accounts. This includes your individual accounts. As long as you don't share your log in credentials, people with whom you share accounts will only be able to view accounts that are shared with you, not your individual accounts.

A. WHEN USING THE SERVICES TO ACCESS YOUR BANK ACCOUNT

i. Conditions for Enrollment

To enroll in Online Banking for your bank account, you must have opened at least one of the following accounts under your Customer Number: a checking, savings, money market, CD, IRA or other deposit account, or an installment loan, line of credit or other loan account, offered by First State Bank of Bedias. The use of Online Bill Pay requires at least one eligible checking account with First State Bank of Bedias.

If you have more than one eligible account, we may “link” your eligible accounts together for purposes of the Services. All such accounts will appear in your online banking profile on the Online Banking Site. Any accounts for which you are an Authorized Person (including joint accounts for which you are one of multiple Authorized Persons) will appear in your online banking profile.

B. INELIGIBLE ACCOUNTS

We reserve the right to revoke your access to the Services for an account if it is now or later enters into any of the following statuses or conditions:

- Active bankruptcy;
- Requiring special handling;
- You are deceased;
- Ordered Garnishments, Blocks, or Freezes

6. Authority You Grant First State Bank of Bedias and Its Service Providers

We have engaged Service Providers to provide some or all of the Services to you on our behalf. However, we are the only one liable for any payments or transfers conducted using the Service. And we are solely responsible to you and any third party for the regulatory responsibility that extends with the Service. You agree that we have the right to delegate to Service Providers all of our rights and obligations under this Agreement. The Service Providers will be third-party beneficiaries of this Agreement. They are entitled to all the rights and protections that this Agreement provides to us.

By enrolling in Online Banking, you authorize First State Bank of Bedias and its Service Providers to process transactions and instructions, including automatic recurring payments, in such a manner as you direct.

7. Email, Text Messaging, Phone and Other Communications

You agree that all electronic communications that we receive on the Online Banking Site or otherwise in connection with the Services such as those directing us to take an action with respect to your account, will be deemed valid, authentic, and binding obligations. These communications will be given the same legal effect as your written and signed paper communications and shall be considered a “writing” or “in writing.” They also shall be deemed to have been “signed” and to constitute an “original” when printed from electronic files or records established and maintained in the normal course of business.

You agree that electronic copies of communications are valid. You will not contest the validity or enforceability of such communications or any related transactions under the provisions of any applicable law (absent proof of altered data or tampering). This includes laws requiring certain agreements be in writing or signed by the party to be bound. Electronic copies of communications shall be admissible as

evidence in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in paper form.

To the maximum extent permitted by law, you agree to indemnify, defend, and hold harmless First State Bank of Bedias and our respective owners, affiliates, directors, officers, employees and agents from claims, losses, expenses, liability, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, caused by or arising out of any Services rendered by First State Bank of Bedias pursuant to or in accordance with any electronic communications.

A. Email

You agree to receive all transactional email communications from First State Bank of Bedias that are related to your use of the Services or to your account(s). This includes automatic security alerts (discussed below). You consent to any inadvertent disclosures that may occur as a result of us sending communications to your email address.

Email is not a secure method of communication. So we recommend that you do NOT use email to send confidential or personal information or initiate transactions on your accounts. We also recommend that you not send confidential or personal information in text messages. We will not respond to or act upon text messages received from you, unless in connection with a specific program or instructions provided to you. We recommend that for account transactions or confidential questions you use the appropriate functions available through Online Banking or contact us as specified on our website page.

B. Security Alerts and Optional Communications (including Text Messages)

Online Banking offers both security alerts and optional alerts and communications about certain accounts and account transactions. Security alerts are provided to you for fraud protection and when certain important changes to your account occur. This includes the changing of password or username updates, or changes in your physical or primary email address. These alerts are sent automatically by email to your primary email address and/or by text message to your mobile device number, if you have provided one. You may provide additional contact points for security alerts using the "Alerts" menu on the Online Banking Site.

You agree to receive security alerts from us by prerecorded voice message and/or text message, including with the use of an automatic dialer (autodialer), at any mobile device number you provide to us. You may discontinue security alerts sent by text message as indicated below, but you will continue to receive security alerts by email.

In addition to security alerts, you have the option of receiving additional alerts or communications regarding certain other Online Banking and account activity, delivered by email, push notification, text message or voice ("Optional Communications"). You may be asked to select from options when you sign up for the Optional Communications. By signing up to receive any Optional Communications, you consent to delivery of such messages in the format selected to the contact points you identify. If you provide us with a mobile device number for Optional Communications, you expressly agree to receive prerecorded messages and/or text messages at that number from us, including with the use of an autodialer.

Security alerts and Optional Communications are subject to the following:

You are responsible for notifying us of any changes to your email, mobile device, and telephone contacts. Please sign into Online Banking to modify or cancel your Optional Communications.

We recommend that you do not send confidential or personal information to us in text messages. We will not respond to or act upon text messages received from you, unless in connection with a specific program or instructions provided to you.

Communications may contain our name and information about your accounts. Depending upon the communication, information pertaining to account balances, checks written, insufficient funds, transactions or payment due dates may be included. Anyone with access to your email, mobile devices, or telephone or voicemail may be able to access the contents of the communication. It is your responsibility to secure these devices, protect your usernames and passwords, and provide timely information about contact changes in order to protect the confidentiality of this information. You consent to any disclosures by First State Bank of Bedias that may occur if you do not take appropriate steps to prevent access to your information by unauthorized persons.

We try to communicate in a timely manner with accurate information. However, we do not guarantee the delivery or accuracy of any communication. Communications may not be delivered immediately; may not reflect pending transactions or payments; and deposits may not be available for immediate withdrawal. If you require additional details about a transaction, you may sign into Online Banking or contact us as specified on our Contact Us page.

You agree that neither we nor our Service Providers will be liable for any delays, failure to deliver, or misdirected delivery of any communication; for any errors in the content of a communication; or for any actions taken or not taken by you or any third party in reliance on a communication.

In order to receive security alerts or Optional Communications via text message, your mobile device must be subscribed to a wireless service on a participating mobile carrier. You must be able to receive text messages using your mobile device and your carrier's service.

C. Text Messages, Calls and/or Emails to You

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"). You also consent to receive emails from us for everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls may include live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents.

D. Mobile Wireless Carrier Data

You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to First State Bank of Bedias or its service provider for the duration of your business relationship, solely to help identify you or your wireless device and to prevent fraud. See our [Privacy Policy](#) for how we treat your data.

8. Funds Transfers for Bank Accounts

This section applies only in connection with your use of the Services to access your Bank Account.

A. GENERAL

Your ability to transfer funds from certain accounts is limited by federal law. You should refer to the deposit account agreement which governs your deposit account, a copy of which is available by calling one of our locations or referring to documents received when account was opened. This will detail the legal restrictions and the service charges and penalties for excessive withdrawals or transfers. Transfers made using the Services are included in calculating the permissible number of transfers as described in your deposit account agreement.

We reserve the right to impose a frequency or dollar limit on transfers, or to refuse to make any transfer. We are obligated to notify you promptly if we decide to refuse to complete your transfer instruction; but that notification is not required if you attempt to make transfers that are prohibited under this Agreement, any Additional Agreement, other First State Bank of Bedias agreements affecting the terms of your account, or federal or state laws.

Except as provided in this Agreement, all Internal Transfer instructions received before 3:00 p.m. Central Time will be posted to your account the same Business Day. All Internal Transfer instructions received on or after 3:00 p.m. Central Time will be posted the next Business Day.

B. EXTERNAL FUNDS TRANSFERS

The External Funds Transfer service allows you to transfer funds between your linked personal deposit accounts at First State Bank of Bedias and deposit or investment accounts (checking, savings, or money market accounts) at other financial institutions. An "Inbound Transfer" moves funds from an outside account to a First State Bank of Bedias account. An "Outbound Transfer" moves funds from a First State Bank of Bedias account to an outside account. You will need to register each of your non-First State Bank of Bedias accounts that you wish to use for these transfers. You agree that you will only register accounts for which you have the authority to transfer funds. First State Bank of Bedias will post Inbound Transfers to your account on the "Deliver By" date. For Outbound Transfers, your funds will be debited on the Business Day following the "Send On" date. Outbound Transfers will arrive at your external financial institution on the Deliver By date. Consult your external financial institution for details on when funds will post to your account.

For transfers to a First State Bank of Bedias bank retail account, the funds may not be available until the third Business Day after the Deliver By date. For transfers into a First State Bank of Bedias bank account, the funds will become available in accordance with the terms of your Account Agreement.

C. CUT-OFF TIME

- Standard Transfers: 3:00 p.m. Central Time
- Next Day Transfers: 3:00 p.m. Central Time

Any transfer made after the cut-off time will be initiated the next Business Day.

D. MODIFYING OR CANCELING TRANSFERS

Pending transfer instructions can be canceled or modified until the status changes to "In Process." Instructions cannot be canceled or modified after the cut-off time for the transfer date.

E. TRANSFER FEES

There is no fee to initiate Inbound Transfers or Outbound Transfers. We may change our fee schedule at any time. If we make a change, you will be notified in writing as required by applicable law. Cancellation of the services for which fees are charged does not release you from liability for all fees assessed by us but not yet paid prior to your cancellation.

F. TRANSFER LIMITS

Transfer limits are defined at enrollment to the Service. Daily and monthly dollar limits apply to the total of all transfers for all accounts linked to the user profile. Any transfer initiated on a day that is not a Business Day counts toward the applicable limit for the next Business Day. A transfer remains "In Process" until fully processed. It will appear as "In Process" on your Transfer Activity page within Online Banking. Standard transfers typically remain "In Process" until the close of the third Business Day after the transfer is initiated. We may change your transfer limits at any time. Any decrease will be subject to notice, if required by law. But you agree that we may reduce your limits without prior notice upon occurrence of a Disqualifying Event, including:

- Any of your accounts with First State Bank of Bedias are not current or are not in good standing;
- You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any First State Bank of Bedias account during the current or three prior calendar months; or
- You have had any prior transfer to or from a non-First State Bank of Bedias account canceled, revoked, or not completed due to insufficient funds, revoked authorization, stopped payments, frozen account, or any similar reason.

G. STATUS EMAIL

First State Bank of Bedias will periodically send messages to your primary email address during the external funds transfer process. These messages will provide information pertaining to the transfer deposit process, confirm account linkages, and contain status updates for transfers in progress. You are responsible for updating the email address should it change.

9. Payments

A. WHEN USING THE SERVICES TO ACCESS YOUR BANK ACCOUNT

Online payments include (a) payments where the Payment Account is a First State Bank of Bedias account ("Outgoing Payments"), including any payment that you schedule through our Online Bill Pay service; (b) payments to First State Bank of Bedias accounts ("Incoming

Payments”); and (c) Funds Transfers to eligible loan or line of credit accounts. Funds Transfers are covered by the “Funds Transfers” section above and any other provisions governing Funds Transfers in this Agreement.

i. Online Bill Pay Authorization

Online Bill Pay payments and any other bill payments permitted by the Services are debited from your Payment Account. By signing the bill payment instructions, you authorize First State Bank of Bedias, or our service providers, to debit (or if the Payment Account is with another financial institution, request that such institution debit) your Payment Account, and to remit (or request that such financial institution remit) funds on your behalf. We will perform the Service so that funds arrive at the designated Biller’s location as near as reasonably possible to the Scheduled Deliver By date you designate. You also authorize us to credit your Online Bill Payment Account for payments returned to us by the United States Postal Service or any Biller, or for payments remitted to you on behalf of another Authorized Person of the Service.

ii. Online Bill Pay Account Activity

You should keep your Payment Accounts open and active. Should your eligible checking accounts close, Online Bill Pay services will end. Any unprocessed Outgoing Payment transactions will be canceled. Cancellation of Online Bill Payment transactions may take up to 5 Business Days from the processing date of a payment scheduled from your closed checking account. If you close your Payment Account, we will not process any Incoming Payments. Outgoing Payments scheduled through Online Bill Payment from a closed Payment Account may be processed, depending on the Scheduled Due date.

For Incoming Payments where your Payment Account is not a First State Bank of Bedias account, additional terms and conditions established by the other financial institution may apply.

For all Outgoing Payments and Incoming Payments that you schedule through the Services, you understand and agree that it is your responsibility to authorize payments so that the bills will be paid by the Due Date. You understand and agree that we reserve the right to impose a frequency or dollar limit on payment requests or to refuse to make any payment you have requested. We will notify you promptly if we decide to refuse to complete any Payment Instruction. But notification is not required if you attempt to make payments that are prohibited under the “Prohibited Payments” section of this Agreement. (See below.)

10. Electronic Communications Disclosure

Certain laws and regulations require us to provide specific information to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if you have consented to receive that information electronically. You may have provided this consent at

application or while logged into our Online Banking Site. Your consent status and the terms of your consent can be reviewed, or changed, on our Online Banking Site. To review your consent status, and the applicable terms and conditions, you'll need to:

- Sign into [your online banking account](#), select Statements & Notices
 - Manage E-Delivery Options
 - Select Electronic Delivery Accounts
 - Consent to Electronic Delivery

At times, we may still present you with paper disclosures or other documents that contain important information about your accounts and related services, as a result, you should continue to review any paper correspondence that we mail to you. Any communications that First State Bank of Bédias determines, in its sole discretion, that you should receive in paper rather than electronic form will be mailed to the primary address in our records, or otherwise delivered as required by law or any additional agreement. If your account is closed or access to the related service is terminated, we may send Communications to you in paper form via mail, even if you previously elected to receive such materials electronically.

11. Fees and Charges

For information about fees that may apply in connection with your Bank Account, please consult the First State Bank of Bédias Fee Schedule, available at any First State Bank of Bédias banking locations. You can also call any of First State Bank of Bédias locations. In addition to such fees set forth in the Fee Schedule, you shall be subject to all fees, charges, penalties, balance requirements, and other restrictions explained in your account agreements or other Additional Agreements.

Fees are subject to change. And we may impose additional charges, penalties or fees in connection with your use of the Services at any time, subject to these terms.

You agree to promptly pay all fees and charges for the Services, and you authorize us to automatically deduct all applicable charges and fees from your designated First State Bank of Bédias Payment Account or any other eligible account.

You agree to be responsible for any telephone charges and/or Internet service fees you incur in accessing your accounts through the Services.

12. Changes in Services; Interruptions in Service

We may at any time revise, update, discontinue or otherwise modify, temporarily or permanently, the Services in whole or in part (including, without limitation, the Online Banking Site, this Agreement, the scope of the Services, and any materials related to the Services), or your access to them. We will attempt to provide prior notice of any such material changes (for example, by posting a notice of such changes on the Online Banking Site when you sign in; sending a notice to you at the address shown on our records; or sending you a secure message). But, we can't guarantee that such notice will be provided.

Whenever reasonably practicable, we will try to post or send notice of any additional fees for online transactions at least 30 days in advance of the effective date; or of any stricter limits on the type, amount, or frequency of transactions, or any increase in your responsibility for unauthorized transactions. But, we can't guarantee that we will provide such notice by such time. We reserve the right to make any such changes effective immediately if necessary to maintain the security of the system or to comply with any

laws or regulations. If we make such a change, and we can disclose it without jeopardizing the system's security, we will give you electronic or written notice within 30 days after the change.

Changes to the Services may render prior versions of the Services obsolete. We reserve the right to terminate this Agreement as to all prior versions of the Services and/or related materials and limit access to our more recent versions and updates.

You may choose to accept or decline changes by closing, continuing, or discontinuing use of the Services to which these changes relate. When you use the Services, after we make any changes you agree to such changes. We also reserve the option, in our sole discretion, to waive, reduce or reverse charges or fees in individual situations.

The Service is generally available 7 days a week, 24 hours a day. However, we may from time to time perform maintenance to the Services or experience hardware, software, or other problems related to the Services. This may result in interrupted service, delays, or errors in the Services. We will try to provide prior notice of such interruptions, delays, or errors but cannot guarantee that such notice will be provided.

13. Our Responsibility for Payments and Funds Transfers

A. WHEN USING THE SERVICES TO ACCESS YOUR BANK ACCOUNT

When you use any payment or funds transfer service through the Services, you warrant that you are an authorized user on the account from which the funds are drawn. We, or a third party acting as our agent, will use reasonable efforts to timely and properly complete funds transfers and bill payments from your designated checking, savings or other deposit account or line of credit accounts according to your instructions. However, neither we nor any Service Provider will be liable in any way for any failure or delay in completing any such transaction (whether an Outgoing Payment, Incoming Payment or funds transfer).

B. LIMITED LIABILITIES FOR CERTAIN PAYMENTS AND FUND TRANSFERS

Neither we nor any Service Provider will be liable in any way for any failure or delay in completing any such transaction (whether an Outgoing Payment, Incoming Payment or funds transfer), if:

- Through no fault of our own or of our agent, you do not have enough money in a designated checking, savings, or other deposit account, that account has been closed.
- Our payment processing center is not working properly and you knew or were told about the malfunction before you executed your bill payment instructions;
- You have not properly followed instructions on how to make a funds transfer;
- You do not provide us with complete, correct and current Payment Account or Biller information or instructions;
- You do not authorize a bill payment or transfer in time for your payment to be credited by the Biller by the Due Date;
- A timely bill payment is made but the Biller nevertheless does not credit your payment promptly after receipt;
- Withdrawals from any accounts have been prohibited by a court order such as a garnishment or other legal process;
- We or our agent reasonably believe that a transaction may be unauthorized;

- Your computer or any related system was not working properly and it interfered with your attempt to authorize a funds transfer or bill payment;
- Circumstances beyond our or our agents' control prevent making a funds transfer or bill payment. Such circumstances include but are not limited to computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by Billers, fires, floods, and other natural disasters, terrorist acts or war; or
- Any other set of circumstances as set forth in this or any Additional Agreements.

If we are ever obligated by law to pay interest on the amount of a transfer, you will be paid interest daily equal to the current annual percentage rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorneys' fees unless required by law.

14. Disclosure of Account Information to Third Parties

You authorize us to collect, use and disclose to third parties, affiliates, and agents, such as independent auditors, consultants or attorneys, information you have provided or that we or others have obtained about your accounts and the actions you take when using the Services consistent with our [First State Bank of Bedias Online Privacy Policy](#). For additional information on how we may share personal information about you, please visit www.bediasbank.com/privacy.

15. Statement of Record

Account information provided by the Services is not the statement of record. The periodic statement that is mailed to you will be the statement of record. If you have chosen to stop receiving paper statements, the periodic statement provided to you electronically will be the statement of record. You are responsible for reviewing any statement and other account communications sent to you by postal mail or electronically. Any mailed statement and other account communications will continue to contain important information about your accounts, regardless of whether you access your accounts through the Services or whether you have chosen to receive your statement electronically.

16. Your Responsibilities and Liabilities

It is your sole responsibility to ensure that the contact and other information in your online banking user profile is current and accurate. This includes, but is not limited to, your name, address, phone numbers, email addresses, and account numbers.

You can call customer service for live support at 936-395-2141 or 979-589-2407. Changes related to your Bank Account can be made either by calling any location or via US mail.

We are not responsible for any payment processing errors or fees incurred by you if you do not provide accurate account or contact information.

A. WHEN USING THE SERVICES TO ACCESS YOUR BANK ACCOUNT

If you close any Payment Account you must notify us and identify a new Payment Account for the selected Services. If you close all your accounts with us, you agree to notify us to cancel your Services.

i.Unauthorized Transactions

We will send you periodic statements for your accounts with the regularity provided for in your account agreements. You are extremely important in preventing any wrongful use of your accounts. You must carefully examine your statement upon receipt.

Tell us AT ONCE if you suspect that an unauthorized transaction has been or may be made from your account; if you believe another person has improperly obtained your online passwords or has transferred or may transfer money from your accounts without authorization; or if you suspect fraudulent activity on your accounts.

You can call Customer Service at 936-395-2141 any day between the hours of 8:00 a.m. and 4:00 p.m. CT. You can write to us at First State Bank of Bédias, PO Box 99, Bédias, TX 77831.

Telephoning us right away will help reduce possible losses. If we aren't timely notified, you could lose all the money in your checking, savings or other deposit accounts.

To the extent a transaction is an electronic fund transfer from a Personal Account, the following rules apply: You can lose no more than \$50 in connection with an unauthorized transfer resulting from the loss or theft of your Access Information if you notify us within 2 Business Days of learning of the loss or theft of your Access Information. However, you can lose as much as \$500 in connection with an unauthorized transfer resulting from the loss or theft of your Access Information if you do not notify us within 2 Business Days of learning of the loss or theft of your Access Information and we can prove that we could have stopped the unauthorized transfer had we been notified. If you do not report unauthorized transactions that appear on any of your periodic statements within 60 days after such statements are mailed or electronically transmitted to you, you risk unlimited losses on transactions made after the 60 day period if we can prove that we could have stopped the unauthorized use if you had notified us in time. If a good reason, such as a long trip or hospital stay, kept you from telling us, we may extend the time periods.

You agree to assist us in our efforts to recover any funds that were transferred or paid without your permission.

B. ACCEPTABLE USE

You agree that you are independently responsible for complying with all applicable laws when you use the Service, regardless of the purpose of the use. This includes all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and/or remove communications or content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for

communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) use any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) use any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors.

17. In Case of Errors or Questions about Payments, Transfers or Other Transactions Made Through the Services

A. WHEN USING THE SERVICES TO ACCESS YOUR BANK ACCOUNT

In case of questions or errors about funds transfers or bill payments made through the Services, you must do one of the following:

Call us at 936-395-2141

Write to us at:

First State Bank of Bédias, N.A.

PO Box 99

Bédias, TX 77831

Attn: Customer Service Center

With respect to any statements you receive from us that reflect transactions you performed while using the Services, if you think your statement is wrong or if you need more information about a transaction listed on the statement, we must hear from you no later than 60 days after we sent the FIRST paper or online statement on which the problem or error appeared.

When you report an error we will ask you to:

1. Tell us your name and Account number.
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. To the extent possible, tell us the dollar amount of the suspected error.

If you tell us verbally, 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 Business Days for the amount you think is in error, so that you will have the use of the money while we 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. If the error occurred within 30 days after the first deposit to your Account, we may take up to 90 days to investigate your complaint or question, and we may take up to 20 Business Days to credit your Account for the amount you think is in error. We will tell you the results within 3 Business Days after completing our investigation. If we decide 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.

In our investigation of any bill payment transactions, we will request from the Biller a refund of any interest and/or fees which you may have been wrongly assessed, provided that we will have no obligation to further pursue such request if the Biller denies such request. You will be notified of the final resolution.

18. Area of Service

Unless otherwise agreed by First State Bank of Bedias, the Services described in this Agreement are offered to citizens and legal residents of the United States of America.

19. Collection Expenses

If we must file a lawsuit to collect what you owe us, you will pay our reasonable expenses, including attorneys' fees and court costs, unless prohibited by applicable law.

"Remittance transfers," as defined by Regulation E, Subpart B, are governed by the laws of the U.S. and to the extent applicable, the laws of the State of Texas, including Texas' version of Article 4A of the UCC.

20. Downloading and Exportation

The United States Export Control laws prohibit the export of certain technical data and software to certain territories. No content from the Online Banking Site or any other First State Bank of Bedias Site may be downloaded or otherwise exported in violation of United States law.

21. Changes or Amendment

We may change, suspend, or discontinue the Services described in this Agreement, or any of their features or the applicable fees and charges, in our sole discretion and at any time. Any changes may result in the addition of new charges or terms. If we make changes, you will be notified if required by applicable law. Unless otherwise indicated, when you use the Services after the effective date of the revised terms, you accept the terms.

22. Termination

Your rights under this Agreement will cease without notice if you fail to comply with any of its terms. In such a case, we may immediately stop your access to the Service.

23. Notices

We may provide you with notices related to the Service by email, text message/SMS, regular mail, or postings on the websites or apps related to the Service. Your use of the Service is subject to the consent you provided to the Electronic Communications Disclosure ("eCommunications Disclosure"). This allows us to provide you with certain communications and other records electronically. The Electronic Communications Disclosure is located on Pages 1-3.

24. Tech Support

First State Bank of Bedias may not be able to provide support for the Site. If First State Bank of Bedias provides support, it will be in addition to other support for your Account. You agree to any support rules, policies, and determinations.

25. Feedback

You agree that any suggestions, comments, and feedback you submit to First State Bank of Bedias ("Feedback") shall be the property of First State Bank of Bedias. First State Bank of Bedias is free to use any Feedback without any restriction of any kind. This includes without limitation the right to reproduce, display, transform, distribute and create derivative works. First State Bank of Bedias can also use any ideas, concepts, know-how or techniques in such Feedback for any purpose.

26. Assignment

We may assign this Agreement to our parent corporation or to any now-existing or future direct or indirect subsidiary of our parent corporation or another First State Bank of Bedias entity; or to any existing or future direct or indirect subsidiary of First State Bank of Bedias; or to any of our existing or future affiliates. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties. You may not assign this Agreement or your rights to use or access the Services to any other party.

27. Data Recording

When you contact us, the communication, or the information you provide may be recorded or otherwise retained by us or by our Service Provider. You consent to such recording or retention. Without limiting the above, you agree that we may record the conversations our employees or agents have with you or your agents to ensure your instructions are followed and monitor quality of service and accuracy of information our employees and associates give you.

28. Disclaimer of Warranty

FIRST STATE BANK OF BEDIAS PROVIDES THE SERVICES "AS IS." FIRST STATE BANK OF BEDIAS MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION. FIRST STATE BANK OF BEDIAS DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. NO ORAL OR WRITTEN ADVICE OR INFORMATION GIVEN BY US CREATES ANY KIND OF WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. FIRST STATE BANK OF BEDIAS MAKES EVERY EFFORT TO PROVIDE ACCURATE INFORMATION IN CONNECTION WITH THE SERVICES. BUT FIRST STATE BANK OF BEDIAS MAKES NO WARRANTY THAT (a) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (b) THAT DEFECTS WILL BE CORRECTED; OR (c) ANY INFORMATION CONTAINED IN, RESULTS THAT

MAY BE OBTAINED FROM THE USE OF, OR OTHER ASPECT OF THE SERVICES WILL BE ACCURATE, CURRENT, COMPLETE OR RELIABLE.

29. Limitation on Liability & Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME ALL RISK THAT MAY RESULT FROM YOUR USE OF THE SERVICES. YOU AGREE NOT TO HOLD US (NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES) LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RELATING TO YOUR ACCESS OR USE (OR INABILITY TO ACCESS OR USE) THE SERVICES, REGARDLESS OF WHETHER THEY'RE BASED ON WARRANTY, CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY. THIS INCLUDES WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES. THE SERVICES MAY SOMETIMES BE DOWN, DELAYED, INTERRUPTED, OR NOT WORKING PROPERLY. WE ARE NOT LIABLE TO YOU FOR ANY INTERRUPTIONS OR UNAVAILABILITY OF THE SERVICES. SHOULD THE SERVICES BE DEFECTIVE IN ANY WAY, WE ASSUME NO LIABILITY FOR SERVICING, REPAIR, OR CORRECTION, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. FIRST STATE BANK OF BEDIAS HAS NO OBLIGATION TO CORRECT ANY BUGS, DEFECTS, OR ERRORS IN CONNECTION WITH THE SERVICES.

IF YOU ARE DISSATISFIED WITH THE SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING THE SERVICE.

IN STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, OUR LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW BUT SHALL, IN NO EVENT, EXCEED TEN DOLLARS (\$10).

30. Indemnification

You agree that you are personally responsible for your conduct while using the Services. You agree to indemnify, defend, and hold harmless First State Bank of Bedias and our respective owners, affiliates, directors, officers, employees and agents from claims, losses, expenses, liability, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, caused by or arising out of your use, misuse, or inability to use the Services. This includes any violation by you of these terms. This provision will survive the expiration or termination of this Agreement.

31. Governing Law; Jurisdiction; Venue

Virginia law governs this Agreement without regard to its conflicts of law principles. To the extent permitted under any applicable law, this Agreement will not be subject to the Uniform Computer Information Transactions Act as codified or amended. You irrevocably and unconditionally submit to the jurisdiction

and venue of the United States District Court for the state of Texas. If this court does not have subject matter jurisdiction, then you submit to the courts of Texas located in Grimes or Brazos County.

32. First State Bank of Bedia's Intellectual Property

First State Bank of Bedia owns the intellectual property rights related to or used in connection with these services. This includes patents, trade secrets, copyrights, and trademarks. All other intellectual property rights are the property of their respective owners. Nothing in this Agreement gives you any rights with respect to any intellectual property rights owned by First State Bank of Bedia or others. All other trademarks and graphics are the property of their respective owners.

33. Severability

If any part of this Agreement is void or unenforceable, all remaining terms shall remain valid and enforceable.

34. Non-Waiver

We shall not be deemed to have waived any of our rights or remedies unless such waiver is in writing and signed by us. No delay or failure on our part to exercise any right or remedy shall be a waiver of that or any other right or remedy. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies in the future.