



## The First National Bank of Hooker

### Internet Online Banking Agreement, Electronic Funds Transfer Agreement and Disclosure

#### Internet Online Banking Access Agreement:

##### Introduction

1. This Internet Online Banking Agreement (“OLB Agreement”) governs and controls certain personal computer/Internet based banking services that are provided under the Online Banking program (“OLB”).
2. In order to be eligible for OLB, you must execute all documents necessary to establish and maintain an account at The First National Bank of Hooker. In the event of any conflict between this OLB Agreement and any other documents that you execute with or for us, this OLB Agreement will prevail. The rules in this agreement will apply to the extent there is no conflict with an applicable federal law or regulation. This agreement will be governed by and interpreted in accordance with the laws of the State of Oklahoma, where the primary office of the bank providing these services is located.

##### Requirements

To access your accounts through the Internet Online Banking product, you must have an eligible account with The First National Bank of Hooker, and an online user name and password. In addition, you must have the minimum system requirements to operate the Internet software.

##### Fees

There are no monthly fees for accessing your account(s) through Online Banking. Other fees, as described in the appropriate account disclosures, may apply to services ordered online (such as stop payments, etc.). Please note that Internet access fees may be assessed and billed separately by your online service provider.

##### Electronic Mail

Sending email is a way to communicate with the bank. To ensure the security of your account information however, we recommend that you use email only when asking general questions. Specific questions about your account(s) will be better asked via telephone or traditional mail. Communication and forms availed to you while logged in to online banking are delivered through a secure connection.

You cannot use email to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Online Banking or call us at (580) 652-2448.

##### Terms and Conditions

The first time you access your bank accounts through Online Banking, you confirm your agreement to be bound by all the terms and conditions of this Online Banking Agreement, and acknowledge your receipt and understanding of this disclosure.

- A. Your Online Banking Password:

You will be issued a password that will give you access to your bank accounts through Online Banking. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize your password and do not write it down. You are responsible for keeping your password and account data confidential.

**B. Payment:**

Although there are no fees for accessing your accounts via Online Banking, you may be asked to designate a payment account for selected services, such as Bill Payer. You agree to pay promptly all fees and charges for services provided under this agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify us and identify a new payment account for the selected services.

Your Online Banking services may be cancelled at any time without prior notice due to insufficient funds in one of your accounts. Reinstatement of services will be at our discretion. You must call the number listed above to request reinstatement.

You agree to be responsible for any telephone charges that you incur by accessing your bank accounts through Internet Online Banking.

If you wish to cancel any of your Online Banking services, you must notify us at (580) 652-2448 or by mail at P.O. Box 840, Hooker OK 73945.

**C. Our Liability:**

Notwithstanding any provision to the contrary contained in the OLB Agreement, we shall be responsible only for performing services as expressly provided for in this OLB Agreement and any addendum thereto.

We shall be liable only for material losses that are the direct result of our own negligence or intentional misconduct in performing these services. We shall have no liability for failure to perform any services or for any delay in performing services in the event such failure or delay is due to circumstances beyond our reasonable control. We shall have no liability for any consequential, special, punitive or indirect loss or damage under any circumstances.

Except to the extent we are liable under this OLB Agreement, you agree to indemnify and hold us and our directors, officers, employees and agents harmless from all claims, demands, judgment and expenses (including attorneys' fees) arising out of or in any way connected with the performance of these services. You agree that this indemnification shall survive the termination of this OLB Agreement.

**D. Hours of Accessibility:**

Online Banking is generally available seven days per week, twenty-four hours a day. However, at certain times, some or all of OLB services may not be available due to system maintenance or other reasons.

A transfer initiated through Online Banking before 3:00 p.m. Central Time on a business day is posted to your account the same day. All transfers completed after 3:00 p.m.

Central Time on a business day, or on Saturday, Sunday or a banking holiday will be posted the next business day.

Our business days are Monday through Friday, except for banking holidays. "Banking holidays" shall mean all federal banking holidays.

E. **Additional Terms and Conditions:**

If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

Unless otherwise provided, all correspondence and notices shall be sent to the parties at the addresses indicated in our records.

We reserve the right to change the charges, fees or other terms described in this Agreement. When changes are made, we will notify you at least thirty (30) days in advance of the effective date of the change via mail, or a notice posted on the Internet Online banking site.

You authorize us to disclose information about your account in accordance with our bank's Privacy Policy. We do not disclose any information about you to anyone, except as permitted by law. Examples of this might include disclosures necessary to service your account or prevent unauthorized transactions.

**Termination and Amendment:**

This OLB Agreement shall remain in full force and effect until it is terminated by either party upon written notice to the other party. We also have the right to terminate this OLB Agreement immediately if you fail to comply with the terms of this agreement or any addendum or other agreement which you may have with us or any of our affiliates, or any applicable rule or regulation which may govern your deposit account or OLB. If we terminate this agreement for any of these reasons, such termination shall be effective on the effective date specified in a written notice mailed to you, and not on the date when the notice is mailed or received. Any termination shall have no effect on your responsibility as it pertains to transactions or OLB activity which is pending at the time, or has been previously initiated. The provisions of this OLB Agreement, which protect the proprietary right of The First National Bank of Hooker, shall survive the termination of this OLB Agreement.

**Electronic Funds Transfer Agreement and Disclosure:**

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving a deposit account at a Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers initiated through the Internet Online Banking product. In this agreement, the words "you" and "your" mean those who access this Internet banking product and agree to abide by the Online Banking Agreement, or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution.

***Consumer Liability for Unauthorized Transfers:*** Tell us at once if you believe your account access information has been lost or stolen, or if you suspect unauthorized activity on your account. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account through the Internet banking product without your permission. If you do NOT tell us within

two (2) business days after you learn of the loss or theft of your account access information, and we can prove that we could have stopped someone from using your access information without your permission if you had told us, you could lose as much as \$500.00.

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

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

If you believe that your account access information has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call or write us as indicated below:

First National Bank of Hooker  
P.O. Box 840  
Hooker, OK 73945  
Phone: (580) 652-2448

**Business Days:** For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Federal holidays are not included.

**Documentation:**

Periodic Statement: Transactions conducted through the Internet Banking product will be listed on your monthly bank statement, unless there are no transactions in a particular month.

Confirmation: You will receive a confirmation of every EFT you conduct through Online Banking.

**Our Liability 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 losses or damages. However, there are some exceptions. We will **NOT** be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If our system or your PC system or any component was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

**Error Resolution Notice:** In case of errors or questions about your electronic transfers, call or write us as indicated below as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement or receipt.

First National Bank of Hooker  
P.O. Box 840  
Hooker, OK 73945  
Phone: (580) 652-2448

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number
- 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.
- Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within ten (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 forty-five (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 do this, we will credit your account within ten (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 the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. 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 (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Confidentiality:** We will disclose information to third parties about your account or the transfer you make:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us written permission.

**Personal Identification Number (PIN):** The PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts.

**Notices:** All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or address specified in this agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least thirty (30) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

**Enforcement:** In the event either party brings a legal action to enforce this agreement or collect amounts owing as a result of any account transaction, the prevailing party shall be entitled to

