

NewFirst National Bank Online Banking Terms, Conditions and Service Agreement

Prior to accessing and utilizing the NewFirst Personal E-Banking (Internet Banking service), please read the following terms and conditions. At the end of this document, you may choose "ACCEPT" to enter NewFirst Personal E-Banking or "DECLINE" if you do not wish to accept the terms of this agreement or use NewFirst Personal E-Banking.

Introduction

PLEASE READ THIS AGREEMENT FULLY AND KEEP A COPY FOR YOUR RECORDS.

The following information is provided in addition to your Depository Agreement, Electronic Funds Transfer Disclosure Statement, your Truth in Savings Disclosures and any other Disclosure provided for a NewFirst National Bank product or service. All of these agreements were received by you when you opened or revised your account. You agree these remain in effect and are binding on all online transactions. You should print and keep a copy of this agreement for future reference.

In this agreement, the terms "you" and "your" refer to an existing NewFirst National Bank customer. "We", "our", "us" and "bank" refer to NewFirst National Bank. To access this service you may use a personal computer (PC), an Internet connection, an access ID and password.

You may use your PC to make transfers, inquiries, or download your account information in accordance with the guidelines for account use and activity as regulated by local, state and federal laws and policies.

Hours of Operation

NewFirst Personal E-Banking is available 24 hours a day, 7 days a week except for those times that we may take our system down for routine maintenance or upgrades as necessary, or for any uncontrollable or unforeseen malfunctions of our equipment or systems.

For NewFirst National Bank telephone customer service availability and contact information, please visit our bank's website at <https://www.newfirst.com/Contact-Us.aspx>.

Account Confidentiality

It is the general policy of NewFirst National Bank to treat your account information as confidential. However there are some instances that we will disclose your account information or activity to a third party. These instances include completing transactions, verifying existence and condition to a third party such as a credit bureau or merchant, complying with government agencies, court orders or similar legal proceedings, or if given written permission by you to disclose your account information.

User Code and Password

Each individual who has access to NewFirst Personal E-Banking, including each individual named on joint accounts, must designate an access ID and password. For security purposes, you are required to change your access ID and password upon your initial first time login to NewFirst Personal E-Banking. The password must have a minimum of 8 and a maximum of 15 characters with at least one character being lower case, at least one character being upper case, and at least one numeric character. 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 and agree to change your password regularly. After three unsuccessful login attempts, the NewFirst Personal E-Banking product will lock the user out. We recommend that the access ID consist of both upper and lowercase, alpha and numeric characters for security purposes. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, dates of birth, names of children and should be memorized rather than written down. Your password should also not include the word "password" and it may not repeat your access ID.

Posting of Transfers

A NewFirst Personal E-Banking transaction initiated prior to five-thirty (5:30) PM (Central Time) on a business day is posted to your account the same business day. All transfers completed after five-thirty (5:30) PM (Central Time), or on a non-business day, will be posted the following business day. Transfers initiated on a Saturday, Sunday or Bank Holiday, are posted the following business day. Your ability to transfer funds from certain accounts is limited by federal law.

BillPay

BillPay is an additional convenient service available with E-Banking and allows for a quick and easy payment of bills online. BillPay may be used for a one-time bill, a repetitive bill, a variable bill, or a fixed and variable repetitive bill. BillPay fees are provided in the current fee schedule. Please contact the bank for additional information. You agree that all such fees and charges will be deducted from your checking account. If you have more than one checking account, the bank will choose the account to deduct the fee unless you designate the account to deduct the fee from in writing and provide to the bank at one of the branches. The address information for the bank may be found at <https://www.newfirst.com/Contact-Us.aspx>.

Notifications, Errors and Liability

In case of questions or errors regarding NewFirst Personal E-Banking's transactions or transfers that appear on your statement, you should do one of the following as soon as you can:

- Telephone the Bank during normal customer service hours. For contact information, please visit our website at <https://www.newfirst.com/Contact-Us.aspx>.
- Write the Bank at: NewFirst National Bank, Attn: Deposit Operations., P.O. Box 470, El Campo, Texas 77437

WE WILL NOT ACCEPT TRANSFER REQUESTS, ACCOUNT INFORMATION REQUESTS, OR ANY REPORTS OF UNAUTHORIZED OR FRAUDULENT ACTIVITY, NOR ACCEPT REPORTS OR REQUESTS FOR LOST, STOLEN, FORGOTTEN OR NEW PASSWORDS VIA ELECTRONIC MAIL.

Please be prepared to provide the following information: your name, account number, amount of the transaction and a clear and complete description of the unauthorized or erroneous transaction.

The Bank must hear from you no later than sixty (60) days after we have sent you the FIRST statement on which the problem or error appeared. If you tell us orally, we may require you to send your complaint in writing to the address above within 10 business days of your call. If you do not send your complaint or question in writing within this time period, the bank will not re-credit my account for the amount of the error within 10 business days of my initial complaint or question. The bank may require you to complete an affidavit.

We will provide you with the results of our investigation within ten (10) business days (Twenty (20) business days for all new account opened during the first 30 calendar days after the account is established). If necessary, we may take up to forty-five (45) days to investigate your complaint or question. If the Bank decides to do this, the Bank will credit your account within ten (10) business days (Twenty (20) business days for all new accounts opened during the first 30 calendar days after the account is established) so that you will have the use of the money during the time it takes to complete the investigation. For those errors involving new accounts, point-of-sale, or foreign initiated transactions, we may take up to ninety (90) days to complete our investigation. We will notify you of the results within three (3) business days of the completion of our investigation.

We reserve the right but are not obligated to monitor and/or record all activity and communications related to NewFirst Personal E-Banking. You agree that our records will be conclusive and final to all questions concerning the authorized or unauthorized use of your access ID and/or password. Should any unauthorized use of your password be discovered, you agree to cooperate with us and any appropriate law enforcement authorities in locating, identifying and/or prosecuting the perpetrator.

If we do not complete a transfer to or from your account on time or for the correct amount according to our agreement with you, we will be liable for the losses or damages. There are some exceptions in which we will NOT be liable.

- If, through no fault of ours, your account does not contain sufficient funds to complete the transfer.
- If your account is subject to legal process, holds, freezes or other court ordered process that would cause funds to be unavailable for transfer.
- If you, or anyone you allow, commits fraud or violates any regulation or law.
- If any equipment, electronic terminal or telecommunications device is not working properly.
- If instructions on the use of NewFirst Personal E-Banking are not followed properly.
- If circumstances beyond our control, such as fire, flood, improper transmission, etc. occur despite reasonable action taken by us.
- If NewFirst Personal E-Banking was not working properly and you were aware of the problem before beginning the transaction.
- If NewFirst Personal E-Banking is temporarily unavailable due to system maintenance or upgrade, or for security reasons.

Security and Accessibility

NewFirst Personal E-Banking utilizes a 128-bit encryption system. This is the highest encryption standard available. It is recommended that your computer system utilize the same 128-bit system for optimum performance.

NewFirst Personal E-Banking will require that passwords must be 8 to 15 alphanumeric characters with at least one character being lower case, at least one character being upper case, and at least one numeric character. (EX: 11123dOG, Money987). **YOU ARE RESPONSIBLE FOR YOUR PASSWORD. PLEASE MEMORIZE IT.**

NewFirst Personal E-Banking utilizes a time-out feature that will automatically log you out of the internet banking service after fifteen (15) minutes of inactivity.

You will be locked out of the system after three (3) unsuccessful login attempts. You may contact NewFirst National Bank to change or reset your password.

To use NewFirst Personal E-Banking, you must have at least one Eligible Account (Checking, Savings, CDs or Loans) with NewFirst National Bank. Eligible accounts that may be viewed by you must be linked by one common owner and signer (must be an owner on the primary account, and can be an owner or signer on subsequent accounts).

NewFirst National Bank reserves the right to block access to NewFirst Personal E-Banking due to such instances as illegal or fraudulent activity, to allow investigation into an error or other inquiry, or for any such cause that we see necessary.

Equipment

NewFirst National Bank is not responsible for the equipment you use to access these services. We are not responsible for any loss, damage, or injury related to or caused by any use, misuse, or failure of your equipment. Neither are we responsible for any loss, damage, nor injury related to or caused by any deficiency, malfunction, or failure of your software, hardware, or internet connection. We are not responsible for any inaccessibility issues arising from malfunction or inadequate performance of your equipment. We are not responsible for any cost incurred by you in upgrading your equipment in order to access our service(s), nor shall we be held responsible for any damages to your equipment or any data lost or altered thereon.

Restrictions

You may not appropriate any information or material that violates any copyright, trademark, or other proprietary or intellectual property rights of any person or entity while using the NewFirst Personal E-Banking or other internet banking services.

Limitations of Liability, Indemnification and Arbitration

NOTWITHSTANDING ANY EXCEPTIONS OF PROVISIONS CONTAINED IN THIS AGREEMENT, WE SHALL BE RESPONSIBLE SOLELY FOR PERFORMANCE OF THE SERVICES AS EXPRESSLY PROVIDED FOR IN THESE TERMS AND CONDITIONS.

WE SHALL BE LIABLE ONLY FOR THOSE LOSSES THAT ARE A DIRECT RESULT OF OUR NEGLIGENCE OR INTENTIONAL MISCONDUCT IN PERFORMING THESE SERVICES. WE ARE NOT LIABLE FOR ANY DISRUPTION OR DELAY IN PERFORMING SERVICES IF THE CAUSE OF SUCH DISRUPTION OR DELAY IS BEYOND OUR REASONABLE CONTROL, WHICH INCLUDES BUT IS NOT LIMITED TO POWER OUTAGES, WEATHER CONDITIONS, MALFUNCTION OF YOUR COMPUTER EQUIPMENT, MALFUNCTION OR DISRUPTION OF TELECOMMUNICATIONS SERVICES OR THE SERVICE OF YOUR INTERNET SERVICE PROVIDER. WE SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES, OR INDIRECT LOSS UNDER ANY CIRCUMSTANCES.

UNLESS REQUIRED BY LAW OR SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, YOU AGREE THAT NEITHER WE NOR THE SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY HARM, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR ECONOMIC DAMAGES RESULTING IN ANY WAY FROM THE INSTALLATION, OPERATION OR MAINTENANCE OF OUR SYSTEM'S EQUIPMENT OR SOFTWARE, NOR ANY OF THE SAME FOR THE INTERNET SERVICE PROVIDER, TO INCLUDE ACCESS, BROWSER PROVIDERS OR ANY AGENT OR SUBCONTRACTOR OF ANY OF THE AFOREMENTIONED PARTIES.

EXCEPT TO THE EXTENT THAT WE ARE LIABLE UNDER THESE TERMS AND CONDITIONS, YOU AGREE TO INDEMNIFY AND HOLD US, OUR AFFILIATES, "OUR AND THEIR" RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE "BANK PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY AND EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING FROM THE SERVICES PERFORMED BY US IN CONNECTION WITH THESE SERVICES, TERMS AND CONDITIONS AND THE ASSOCIATED AGREEMENTS AND ADDENDUMS. YOU AGREE THAT THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THESE TERMS AND AGREEMENTS.

Amendments

We may change any of these terms and agreements by mailing or delivering to you a written notice at least thirty (30) days before the effective date of any change. We do not need to provide you with any prior notice if the change is immediate and necessary to maintain and restore the security of our system or an account. If in these instances the change is to become permanent, we will provide you with a written notice with the next scheduled periodic statement that we send to you, the Bank's Alert/Event Messaging System, on the Bank's website, on the Bank's E-Banking site or by mail to the current address on file on your account at least thirty (30) Days before the effective date of any change unless disclosure would put at risk the security of our system or an account. These notices are considered effective if mailed to the most recent address we have on record for you.

Assignments and Termination

You may not assign you rights and duties to this amendment to any other person or persons.

To terminate your service, please contact NewFirst National Bank at 844-280-0696 to assist you. For more contact information, please visit our website at <https://www.newfirst.com/Contact-Us.aspx> . We reserve the right to terminate the service with or without cause or prior notice. By your termination of this service, all written transfer requests or instructions pertaining to your account through the internet banking service will become void, including recurring payments through bill pay services.

Governing Law

NewFirst National Bank and NewFirst Personal E-Banking are governed by the laws of the State of Texas without regard to Texas's conflict of laws provision. Any action at law or other judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the state of Texas.