

COMMUNITY NATIONAL BANK ONLINE BANKING AGREEMENT

This Online Banking Access Agreement is made this day by and between you and Community National Bank (CNB). These terms govern the operation of your account unless varied or supplemented in writing. Certain provisions of this Agreement will not apply to those using this Online Banking service solely for business purposes. Such provisions only apply to Bank's customers who establish accounts primarily for personal, family or household purposes ("Consumer Customers"). CNB may vary or supplement the terms of this Agreement by notice to you. This Agreement consists of: (1) the Online Banking Service Request; (2) the terms and conditions you are reading now; (3) CNB's Schedule of Fees as it may be amended from time-to-time; (4) the Account Agreement associated with your account; (5) any other document we provide you that indicates it is a part of CNB's rules, regulations or requirements with respect to your account; and (6) applicable requirements of the law of the State of Texas and of the United States as in effect from time to time.

1. **Online Banking Services:** You may access your accounts by an access device such as a personal computer using your Access ID and Password to: (1) transfer funds to and from checking, savings, money market; (2) make payments from checking, money market, or savings accounts to loan accounts with CNB; (3) obtain information about checking, savings, money market account balance, deposits and withdrawals in the previous and current statement cycles, up to 18 months of statement history and account balances of certificates of deposit and loans; (4) send secure emails to Community National Bank through Online Banking; and (5) securely chat with Community National Bank during banking hours via Online Banking Chat. Additional add on features are available per customer request: (1) Use the Bill Pay feature to make payments to other vendors (cable, utilities, person to person, etc., . . .); and (2) Use Account Alerts to receive email or text information about checking, savings, loans, certificate of deposits, account balances, and transactions. You understand that the Bank is not responsible for any computer virus, related software problems, computer errors or failures that may be associated with my use of the Internet in general or your use of Online Banking via the Internet.
2. **Fees:** Community National Bank does not charge a fee for setting up, maintaining, or using the Online Banking Service. There are currently no separate monthly or transaction fees assessed by CNB for use of the Online Banking services except certain enhancement circumstances chosen by you. However, the Schedule of Fees will still apply to your account.
 - a. You will promptly pay CNB for services or transactions as described in CNB's Schedule of Fees as it may be amended from time-to-time.
 - b. You will promptly pay all costs and expenses incurred by CNB in connection with the enforcement of the transactions and agreements contemplated hereby.
3. **Changes to This Agreement:** CNB may change this Agreement at any time, whether by addition, deletion or supplementation. If CNB changes this Agreement, you will be provided such notice as may be required by law. CNB will permit you to reject changes, but we may require the Account to be closed if you reject the changes.
4. **Preventing Unauthorized Access:** The security of your transactions is important to us. Use of the Online Banking Service will therefore require a User ID and complex password and/or other identifying information. **If you lose or forget your identifying information, please call (432) 262-1601 for a Customer Service Representative during normal business hours.** You understand and agree to notify the Bank immediately if your User ID or Password has been lost, stolen or compromised. We will accept as authentic, any instructions given to us through the use of your identifying information. You agree to keep your identifying information secure and to notify us immediately if your identifying information may have been lost or stolen or if you believe someone else has discovered your identifying information. You agree that if you give your password to someone else, you are authorizing them to act on your behalf, and CNB may accept any instructions they give to use the Online Banking Service. You may

change your password and/or other identifying information any time by using your Online Banking Service. Please note that CNB reserves the right to monitor and/or record all communications and activity related to the Online Banking Services. You agree to cooperate fully with CNB and any investigative authority to pursue any person or entity you suspect has any unauthorized access to your account. You agree

- a. to cooperate fully with CNB and appropriate law enforcement authority in identifying and prosecuting the perpetrator; and
- b. to provide reasonable assistance requested by CNB in recovering any unauthorized transfers of funds. Telephoning is the best way to keep your possible losses down; followed by written and signed documentation.

5. **Protect Your Confidential Information:** You understand and agree that CNB will not send you an e-mail or any SMS text message asking for any of the following personal or private information to be returned to the Bank via e-mail, and you will not return such information via e-mail in response to any e-mail even if it purports to come from the Bank: my complete account number, my social security number; any of my check/debit card numbers or PINs; my User ID or password.

You agree to:

- a. keep your user identification, password and any other identifying information confidential at all times;
- b. not store your user identification, password and any other identifying information where it may be accessed by another;
- c. never provide your personal information in response to an unsolicited request of any type;
- d. confirm any contact from CNB by calling 432-262-1601 during normal banking hours.
- e. change your password or other identifying information frequently and any time CNB instructs you to and any time you feel your password or other identifying information may have been compromised;
- f. create a unique and difficult password of at least 8 characters in length, containing letters, numbers and special characters (for example: \$^#@);
- g. at all times keep CNB advised of your current contact information and email;
- h. install and routinely maintain reliable virus protection;
- i. routinely scan your access device to detect and remove any viruses;
- j. routinely update the security of the operating system for your access device;
- k. promptly review your account statements;
- l. immediately notify CNB by telephone at 432-262-1601, or by email at: contactus@cnbtx.com during normal banking hours (9 a.m. to 4 p.m. Monday thru Friday) if you have any reason to suspect unauthorized access or a transaction may have been made on your account. You can also contact us via mail at:

Community National Bank
ATTN: Customer Service
P.O. Box 3903
Midland, TX 79702

6. **Limits of Liability:**

- a. You agree that CNB will debit your account for any transactions made through use of the Online Banking Service, including the amount of any recurring and nonrecurring bill payment or transfer made through your account. You understand and agree the Bank is not responsible for cellular or internet charges that you might incur to access the use of Online Banking via the Internet for these services.
- b. You must have sufficient funds in your account when you schedule payments or transfers to be made using the Online Banking Service. Any payments scheduled on Saturday, Sunday or Banking Holidays will be processed the following banking day.

- c. CNB's liability is limited by applicable state and federal law and this Agreement.
 - d. CNB will not be liable for any of your claimed consequential, special, unforeseeable, unexpected, speculative, collateral damages or losses
 - e. If you comply with your responsibilities, your liability for unauthorized access is:
 - i. affected by this Agreement; and
 - ii. limited as described in the accompanying document entitled Electronic Funds Transfers Disclosure.
 - f. CNB may, from time-to-time establish limits and requirements to prevent fraud or losses to you or to CNB. For security or other reasons, we may not tell you in advance of all the limits we set. You agree not to exceed the limits we tell you about.
7. **Telephone Monitoring:** We may record telephone calls between you and CNB.
8. **Severability:** If any part, portion, or provision hereof or of any other agreement is held to be invalid, the remainder thereof shall nevertheless be valid as though it had been entered into without such invalid word, phrase, clause, paragraph, sentence, part, portion, or provision.
9. **Termination:** This Agreement will remain in effect until it is changed by addition, deletion or supplementation or by termination. No change to this Agreement shall be effective until CNB and you have had reasonable opportunity to act on such change. If you do not use your online banking access for 180 days your access will be discontinued until you contact us.

You agree by accepting this Agreement, that you have been given an option to receive all the disclosures required by the Electronic Funds Transfer Act and the Consumer Financial Protection Bureau Regulation E regarding Consumer Customer Deposit Accounts.

You acknowledge that you are responsible for complying with all terms of this Agreement and the terms governing any Deposit Account(s), Loan Account(s) or any other account(s) which you are accessing using Online Banking Service.

If you are using the Auto-Enrollment service, by Clicking on the Accept button, you Agree that you have read and understand this agreement without modification and that you will be bound by all the Terms and Conditions of this Agreement just as if you Signed the Agreement. If you do not Agree to be bound by the Terms and Conditions of this Agreement, you understand that you should not click on the Accept button.