

# **Xpress Banking Access Agreement**

## **I. Introduction**

This Xpress Banking Access Agreement for accessing your State National Bank account(s) through XpressNet or XpressMobile Banking explains the terms and conditions governing the Xpress Banking online banking services and Xpress Bill Pay offered through Xpress Banking. The term "Xpress Banking" will refer to XpressNet/XpressMobile Banking. By accessing and/or using the Xpress Banking services and Xpress Bill Pay Plus, you agree to the terms and conditions of this Access Agreement. This Xpress Banking Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent, there is no applicable Federal law or regulation, by the laws of the State of Texas.

The terms "we," "us," "our," "State National Bank," and "Bank" refer to The State National Bank of Big Spring, Texas. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and State National Bank recognized Federal holidays.

Xpress Banking refers to access granted to your account through internet banking, mobile banking (including but not limited to mobile phones or other portable access devices capable of running a mobile app or accessing the internet).

Xpress Banking can be used to access State National Bank account(s). Each of your account(s) at State National Bank is also governed by the applicable account disclosures ("Deposit Terms and Conditions Agreement and Truth in Savings Disclosures"). In the event of a conflict between this agreement and these disclosures, the later will take precedence.

## **II. Accessing Your State National Bank Account(s)**

### **A. Requirements**

To access your account(s) through Xpress Banking, you must have a State National Bank account, and an Xpress Banking user name and password. For XpressMobile Banking you must also have the "State National" mobile application. The "State National" app can be downloaded from various app stores or market places (depending on the device). Any fee, if any, will be disclosed prior to the app download. This application may work on certain tablets but was designed specifically for cell phone use.

### **B. Fees**

There is not a fee to access your account(s) through Xpress Banking. See Section IV for a description of Xpress Bill Pay fees.

Please note that fees may be assessed by your mobile service provider for data usage when using XpressMobile Banking.

### **C. New Services**

State National Bank may, from time to time, introduce new Xpress Banking services. We may notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

### **D. Features of Xpress Banking**

With Xpress Banking, you can manage your personal or small business account(s) from your personal or business cell phone, or computer anywhere in the world. You can use Xpress Banking to:

- View account balances and review transaction history.
- Transfer money between account(s). (As noted in the applicable Deposit Terms and Conditions Agreement).
- View branch locations.
- View contact telephone numbers and additional contact details.
- View account alerts and notifications.
- View public information such as ‘about us’ or our “privacy policy”.
- Pay bills to merchants, institutions, or individuals.
- Remotely deposited checks with the Mobile Deposit feature.
  - (XpressMobile only)

Some of the above services, including Mobile Deposit, may not be available for some accounts or customers.

## **III. Terms and Conditions**

Every time you access your State National Bank account (s) through Xpress Banking, you agree to be bound by all the terms and conditions of this Access Agreement and acknowledge your receipt and understanding of this disclosure.

### **A. Your Xpress Banking Password**

Your Xpress Banking Password will give you access to your State National Bank account(s) for Xpress Banking access. This password can be changed within any Xpress Banking forum. We recommend that you change your password regularly. However, Xpress Banking may require you to change your password periodically and more often changes may be required without prior notice. State National Bank will act on instructions (including, but not limited to internal and wire transfers, check orders, and stop payment orders) received under your user name. You agree to be bound by these instructions and hold State National Bank harmless for following these instructions. For security purposes, it is recommended that you memorize this online password and do not write it down. You are responsible for keeping your password, account numbers, and other account data confidential.

### **B. Payment Account**

Although there are no fees for accessing your account(s) through Xpress Banking, you may be asked to designate a payment account for selected services such as Xpress Bill Pay Plus. 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 State National Bank and identify a new payment account for the selected services. Additionally, if you close all State National Bank account(s), you must notify State National Bank to cancel the Xpress Banking services.

Your Xpress Banking access may be canceled at any time without prior notice due to insufficient funds in one of your account(s). After cancellation, Xpress Banking services may be reinstated, once sufficient funds are available in your account(s) to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call State National Bank at 432-264-2100.

If you do not access your State National Bank account(s) through Xpress Banking for any three (3) month period, State National Bank reserves the right to disconnect your service without notice. Please note that your Xpress Bill Pay payment information will be lost if you are disconnected.

You agree to be responsible for any telephone data charges incurred by accessing your State National Bank account(s) through XpressMobile Banking.

If you wish to cancel any of the Xpress Banking services offered, please contact State National Bank 432-264-2100 or send us cancellation instructions in writing to State National Bank, P.O. Box 1271, Big Spring, TX 79721-1271.

### **C. Overdrafts: Order of Payments, Transfers, Other Withdrawals**

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, Xpress Banking transfers and Xpress Bill Pay payments, etc.) that you have requested for a given business day, then:

1. Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and
2. The electronic funds transfers initiated through Xpress Banking may result in an overdraft of your account and may, at State National Bank's discretion, be canceled.

In addition, you will be charged the same overdraft charges that apply to your account.

### **D. Hours of Accessibility**

You can access your State National Bank account(s) through Xpress Banking seven days a week, 24 hours a day. However, at certain times, some or all of Xpress Banking may not be available due to system maintenance.

A transfer initiated through Xpress Banking during main lobby hours on a business day is posted to your account the same day. All transfers completed during non-lobby hours will be posted on the next business day.

Our business days and lobby hours are Monday through Friday 9am - 4pm. Saturday, Sunday and State National Bank recognized Federal holidays are not included as business days or lobby hours.

## **E. Additional Terms and Conditions**

Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible account(s). Current balance and activity information is available as of the close of the previous business day.

Transferring Funds - The number of transfers from a savings account is limited as described in the applicable Deposit Agreement and Disclosure. 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.

State National Bank reserves the right to terminate your use of Xpress Banking in whole or part, at any time without prior notice.

## **IV. Xpress Bill Pay Service**

### **A. Using the Service**

The Xpress Bill Pay Service allows you to schedule electronic bill payments through Xpress Banking. You can schedule, at your convenience, for the payment of your current, future, and recurring bills from any of your State National Bank checking account(s) that you designate. There is no limit to the number of payments that may be authorized. You may pay most merchants or individuals through the use of Xpress Bill Pay Plus. We are unable to process any payment of taxes or court-directed payments through Xpress Bill Pay Payment Services.

By furnishing us with the names of payees/merchants, you authorize us to follow the payment instructions to these payee/merchants that you provide us through Xpress Bill Pay Plus. When we receive a payment instruction (for the current or a future date), we will remit funds to the payee on your behalf from the funds in your selected checking account. When Xpress Bill Pay receives a payment instruction, you authorize it to charge your checking account and remit funds on your behalf so that the funds arrive as close to the business day designated by you as reasonably possible. While it is anticipated that most transactions will be completed on the exact day designated, it is understood that due to circumstances beyond the control of Xpress Bill Pay Plus, particularly delays in handling and posting payments, slow-responding companies, or financial institutions, some transactions may take a day or even a few days longer.

For this reason, it is recommended that all payments be scheduled at least (7) seven business days before the actual due date. Xpress Bill Pay will use its best efforts to process all your payments properly. However, Xpress Bill Pay shall incur no liability if it is unable to complete any payments initiated by you through Xpress Bill Pay payment services because of, but not limited to, the existence of any one or more of the following circumstances:

1. Your account does not contain sufficient funds to complete the transaction or the transaction would exceed established limits set by either you or the bank.
2. The Xpress Bill Pay processing center is not working properly and you know or have been advised by the service about the malfunction before you execute the transaction.
3. You have not provided Xpress Bill Pay with the correct names or account information for those persons or entities to whom you wish to direct payment.

4. Circumstances beyond the Xpress Bill Pay Plus's control such as, but not limited to, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction, Xpress Bill Pay has taken reasonable precautions to avoid those circumstances.

You have the right to stop or change any scheduled payment. You must cancel the payment by no later than 3pm CT, on the Payment Date; by using the DELETE function on the Xpress Bill Pay "Pending Payment" screen.

Note: Certain limitations are applicable on large transaction requests, for more information the limitations please call State National Bank at 432-264-2100. Limits may be changed without notice due to security concerns.

State National Bank reserves the right to terminate your use of Xpress Bill Pay payment service in whole or part, at any time without prior notice.

If, for any reason, you should ever wish to cancel Xpress Bill Pay payment services, we strongly suggest that you cancel all future Xpress Bill Pay payments and transfers at the same time that you cancel your service, either by deleting those payments yourself using Xpress Bill Pay or calling State National Bank at 432-264-2100. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your account(s) until you notify us otherwise.

## **B. Xpress Bill Pay Fees**

The standard monthly fee for Xpress Bill Pay payment services is **\$6.95**. This fee covers unlimited Xpress Bill Pay Payments to anyone you wish to pay in the U.S. These fees cover service for the previous month and are effective upon enrollment. Fees will be charged to your payment account, whether or not Xpress Bill Pay Payments are made out of that account, or any other account linked to Xpress Bill Pay payment services, on the monthly anniversary of your enrollment into Xpress Bill Pay Plus.

Additionally, you agree to pay any special charges in effect as announced by the Bank from time to time. These charges are in addition to the fees and service charges specified in your applicable checking, savings, overdraft protection account agreements (for example, uncollected or overdraft charges on your checking account). The bank may also offer Xpress Bill Pay to subscribers at no charge on a case-by-case basis, strictly at the sole discretion of the bank.

If the payment account has insufficient funds to cover fees, the Bank will deduct the fee from any other checking account linked to Xpress Bill Pay (in any order we may choose). If the fee cannot be paid, we may cancel your Xpress Bill Pay service. After cancellation, your Xpress Bill Pay service may be reinstated by contacting State National Bank once sufficient funds are available in your payment account to cover the Xpress Bill Pay payment fees and any other pending transfers or debits.

## **V. General Terms**

### **A. Changes to Charges, Fees, or Other Terms**

We reserve the right to change the charges, fees or other terms described in this Access Agreement. However, when changes are made to any fees or charges, we will notify you online, or send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the account(s) or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce, or reverse charges or fees in individual situations. Changes to fees applicable to specific account(s) are governed by the applicable Deposit Agreement and Disclosure.

### **B. Disclosure of Account Information**

You understand that in addition to information furnished pursuant to legal process, some information about your account(s) may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The Bank may also provide information about your account to persons, companies the Bank believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application, or a merchant calls to verify a check you have written. In addition, the Bank may inform a credit bureau when account(s) are closed by the Bank because they were not handled properly. The Bank may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

### **C. Questions or Error Correction on Xpress Banking Transactions**

In case of questions or errors about Xpress Banking funds transfers through Xpress Banking involving your account, *the customer is responsible for:*

- Contact State National Bank by electronic mail (E-mail)
- Fax State National Bank at 432-267-1553
- Telephone State National Bank at 432-264-2100
- Write State National Bank at P.O. Box 1271, Big Spring, TX 79721-1271, as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record
- We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Tell us your name and account number
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.

- Tell us the dollar amount of the suspected error.
- For an Xpress Bill Pay payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.

*State National Bank's procedure for consumer accounts:*

We will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale purchases, 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, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, 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 will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

#### **D. Transaction or Account Error**

If we do not complete a transfer to or from your State National Bank account on time, some of the reasons may include:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over any pre-authorized overdraft arrangement.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on an Xpress Bill Pay payment.
- If you have not properly followed the instructions for using Xpress Banking or Xpress Bill Pay Plus.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

#### **E. Other General Terms**

Other Agreements - In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Deposit Agreement and Disclosure, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank

belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also.

The Bank reserves the right to terminate this Agreement and your access to Xpress Banking, in whole or in part, at any time without prior notice.

## **VI. Protecting Your Account**

### **A. Preventing Misuse of Your Account**

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call State National Bank at 432-264-2100.

Protecting Personal Information - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

Taking care of your Xpress password - The password that is used to gain access to Xpress Banking should also be kept confidential. For your protection, we recommend that you change your Xpress password regularly. However, Xpress Banking will require you to change your password a minimum of every 366 days. It is recommended that you memorize this Xpress password and do not write it down.

With regards to XpressMobile Banking we recommend that you take added precautions with your cellular device. Utilizing mobile deactivation/tracking apps, or phone password security can help protect your personal and account information. State National Bank has procedures in place to help mitigate the risk of theft, however much of this responsibility falls on the customer.

You are responsible for keeping your Xpress password, account numbers, and other account data confidential. If you believe that your Xpress password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify State National Bank at once by calling 432-264-2100.

***You are solely responsible for maintaining security on your computers, networks, phones and other access devices. State National Bank assumes no liability for your loss arising from any security deficiencies on your part. State National bank advises that you seek the services of a competent security professional for assistance in implementing adequate security devices and procedures.***

### **B. Unauthorized Transactions on State National Bank Account(s)—Consumers only**



Notify us immediately if you believe another person has improperly obtained your Xpress password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call State National Bank at 432-264-2100, or write State National Bank, P.O. Box 1271, Big Spring, TX 79721-1271.

If your Xpress password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Xpress password without your permission to access a State National Bank deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.

In addition, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after the statement was made available to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days.

### **C. Special Notice for Non-Consumer Account Holders**

*How does Regulation E apply to a non-consumer using internet banking and/or bill pay?*

A non-consumer customer using Xpress Banking and/or Xpress Bill Pay is not protected under Regulation E. Because the customer is not protected by Regulation E special consideration should be made by the customer to review the controls in place to ensure that they are commensurate with the risk level that the customer is willing to accept.

*What precautions should a non-consumer take because they are not protected by Regulation E?*

As a non-consumer customer you should perform a risk assessment and evaluate the controls you have in place periodically. The risk assessment should be used to determine the risk level associated with any internet activities the non-consumer customer performs and any controls in place to mitigate these risks.