

# Internet Banking Agreement & Disclosure

## Introduction

This Internet Banking Agreement and Disclosure governs your use of Internet Banking. Throughout this web site the Agreement and Disclosure will be referred to as "Agreement." By using Internet Banking, you agree to all of the terms of this Agreement. Please read it carefully and keep a copy for your records.

## Fees

Internet Account Access	No Charge
Internet Bill Payer Services	No Charge
Stop Payment Fee	\$35.00 per Stop Payment.

## Definitions

You or Your - The person(s) subscribing to or using Internet Banking.

We, Us, or Our - Refers to **Bank of the West** and any agent, independent contractor, designee, or assignee **Bank of the West** may involve in the provision of Internet Banking.

Business Day - Any calendar day other than Saturday, Sunday, or any holidays recognized by **Bank of the West**.

## Virus Protection

Bank of the West is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and diskettes using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

## About Internet Banking

The Internet Banking system that is accessible by **Bank of the West's** customers over the Internet currently consists of:

- Account Inquiries
- Secure Applications
- View Detailed Transactions
- View Images of Checks • Full Statements
- Downloads

- View Pending ACH Debits and Credits

Additional components of an Internet Banking site involves in-bank transfers and bill payments. The different features of these components are:

- Account Transfers
- One-time Electronic Payments
- Fixed Recurring Payments
- Variable Recurring Payments

## **Log-On and Security**

In order to ensure the security of your accounts, we will end your online session if we have detected no activity for five (5) minutes. This is to protect you in case you accidentally leave your computer unattended while you are logged on. When you return to your computer, simply re-enter your passcode and your session will continue where you left off.

Because your passcode is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select a passcode that is hard to guess. (We suggest that you stay away from names, dates, and information that may easily be guessed.) Keep your passcode safe. Memorize your passcode and never tell it to anyone. Change your passcode frequently. This can be done at the beginning of each Internet session. Three (3) invalid passcode attempts will lock your online banking account and you will need to contact Bank of the West to have this reset.

## **Cancellation of Internet Banking**

Your Internet Banking may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate services, you must call Bank of the West Internet Banking Coordinator at (817) 310-1999.

## **Balance Inquiries and Transfers**

You may use Internet Banking to check the balance of your accounts and to transfer funds among your accounts. According to Federal regulations, you may not make more than six (6) pre-authorized or automatic transfers from your Money Market Deposit Account during a given monthly statement period. There are no limits to the number of transfers from your Checking Accounts.

Shown balances of accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. If you have further questions contact your Internet Banking Coordinator.

## **Bill Payer**

It is easy to pay bills online. Contact the Online Banking Department to sign up. We are unable to process any payments to federal, state, or local tax agencies.

Bill Payment Service: No Charge

If for any reason a scheduled payment processed through Bill Payer is declined, the Bank may charge a NSF Fee. The payment will continue to be attempted until there are sufficient funds or it is canceled.

Although payments may be scheduled at any time, they will only be initiated (sent out) the following day if they are scheduled by your financial institution's cut off time, usually around 2:00 p.m. CST on any business day. Anything scheduled on a non-business day, or after the cut-off time, will not be sent out until the following business day. Sufficient time for payments is necessary. We define sufficient time as seven (7) business days prior to the Due Date.

## **Our Liability for Incomplete Transactions**

It is our responsibility to process all transfers and bill payments properly initiated through Internet Banking in accordance with this Agreement. We will be liable for damages caused by delay in process or error in process. We will not be liable if any of the following occurs:

1. Funds are not available in your account or attached credit line.
2. Funds are subject to legal process.
3. You had knowledge of or questions about the possible malfunction of equipment when you initiated the transaction.
4. Any information provided by you about the Payee is incorrect.
5. There are any delays in the handling of the payment by the Payees.
6. Natural disasters (fire, flood, tornado, etc.) or other uncontrollable circumstances (mail delays, power failures, etc.) prevent proper completion and delivery of transactions.
7. Other applicable laws and/or regulations exempt us from liability.

## Notice of Your Rights and Liabilities

Notify us immediately if your passcode has been lost or stolen. Failure to notify us immediately could result in the loss of all money accessible by the passcode.

If we are notified within two (2) business days after you discover that your passcode has been lost or stolen, you can lose no more than \$50 if someone used it without your permission. If you do not notify us within two (2) business days, and we can prove we could have prevented someone from using the Passcode without your permission, you could lose as much as \$500.

If your statement shows unauthorized transfers, notify us within 60 days after the statement is mailed to you or viewed on your computer. After 60 days, if we can prove that we could have stopped someone from taking the money if we had been told, lost funds might not be recovered.

## Errors and Questions

In cases of errors or questions concerning transactions completed with Internet Banking, do one of the following, as soon as possible:

1. Telephone **Bank of the West** Customer Service at (817) 310-1999; or
2. Write to **Bank of the West** at 108 W Northwest Hwy, Grapevine, TX 76051

We must hear from you within 60 days after you receive the first statement or notification in which the error or problem appeared. Please include the following information:

1. Name
2. Account Number
3. Description of the error or what you are unsure about, plus an explanation of why you believe it is an error or why you need more information.
4. Tell us the amount of the error.
5. For a Bill Payer error tell us:
  - a. Checking account number used to pay the bill
  - b. Payee name
  - c. Date the payment sent
  - d. Confirmation number
  - e. Payment amount
  - f. Payee account number for the payment in question.

We will tell you the results of our investigation within ten (10) business days after we hear from you. If we need more time we may take up to 45 business days to investigate. If we choose to take up to 45 business days, we will give you a provisional credit to your account within ten (10) business days. If we decide there was no error, we will furnish you with a written explanation within three (3) business days after the investigation is complete.

## **Disclosure of Account Information to Third Parties**

Information to third parties about your account(s) or the transaction(s) you make will only be disclosed if at least one of the following applies:

1. It is necessary to complete a transaction.
2. To verify the existence and condition of your account to a third party such as a credit bureau or merchant.
3. To comply with a governmental agency or court order.
4. If permission is given to us by you, which we may require to be in writing.
5. To collect information for internal use, the use of our service providers, and our servicing agents and contractors concerning our electronic funds transfer service.
6. It involves a claim by or against us concerning a deposit to or withdrawal from your account.
7. Where otherwise required or permitted under state or federal laws and/or regulations.

## **No Signature Requirements**

When any payment or other on-line service generates items to be charged to your account, you agree that we may debit the designated account, or the account on which the item is drawn, without requiring your signature on the item and without any notice to you.

## **Termination**

You may terminate the use of Internet Banking by contacting **Bank of the West** in writing by mail, e-mail, or personal delivery to your financial institution. If your account is closed or restricted for any reason, Internet Banking accessibility will automatically terminate.

## **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

## **Assignment**

This agreement may not be assigned to any other party by you. We may assign or delegate, in part or whole, to any third party.

## **Amendments**

Terms and conditions of this agreement may be amended in whole or part at any time within 30 days written notification prior to the change taking effect. If you do not agree with the change(s), you must notify us in writing prior to the effective date to cancel your access. Amendments or changes to term(s) or condition(s) may be made without prior notice if it does not result in higher fees, more restrictive service use, or increased liability to you.

## **Entire Agreement**

This Agreement supplements any other agreements or disclosures related to your account(s), including the Deposit Account Agreement and Disclosures. If there is a conflict between this Agreement and any others, or any statements made by employees or agents, this agreement shall supersede.