

**First State Bank  
FSB Online  
Online Banking Agreement**

**Browser Security Requirements:** FSB Online uses 128-bit strong encryption to ensure your account information remains safe and confidential while traveling over the Internet. You will need a 128-bit strong encryption-web browser to access FSB Online. To learn your browser's current encryption level, please do the following:

**Microsoft Internet Explorer users:** In Internet Explorer, click the "Help" menu and select "About Internet Explorer." Look at the "Cipher Strength." If the Cipher Strength is anything lower than 128-bit, you'll need to upgrade your browser before using FSB Online. Windows2000 users will need to also update their operating system encryption.

**Netscape users:** In Navigator or Communicator, click on the Help menu and select "About Navigator"(or Communicator). Look for the boldface section on the left side of the screen. If it says, "This version supports U.S. security," you have 128-bit security. If it says, "International security," you do not have 128-bit security and will need to upgrade your browser before using FSB Online.Windows2000 users will need to also update their operating system encryption.

If you need to upgrade your browser, we recommend the 128-bit strong encryption version of Microsoft Internet Explorer 6.

### **The Service**

First State Bank (FSB) ("BANK"), agrees to provide internet banking services ("FSB Online") as described from time to time in information distributed by BANK to its customers. In the agreement, "Customer" refers to the person(s) subscribing to or using FSB Online. You may use a Personal Computer ("PC"), an Internet connection, a customer ID and password to obtain account balances and transaction information. You may also use your PC to view transactions on your accounts, transfer money between your accounts and make FSB loan payments. Transfers from a savings account to another account or to third parties by pre-authorized, automatic, telephone, or through electronic bill payment are limited to three per month with no transfers by check, debit card, or similar order to third parties.

### **Your Customer ID and PIN**

Each individual who has access to FSB Online must designate a customer ID and password. Your customer ID must be a minimum of 6 characters and a maximum of 10 characters. Your password must be a minimum of 6 characters,

and must include three of these four elements (UPPER case letter, lower case letter, number, special symbol). You should change your password periodically to enhance security. We reserve the right to require periodic password changes and establish limits on re-use of passwords. **You agree to keep your customer ID and password secret and to notify us immediately if your customer ID or password is lost or stolen or if you believe someone else has discovered your customer ID or password.**

To guard against unauthorized use of your customer ID and password, FSB Online disables the password on the third incorrect attempt to login. The disabling of the password keeps an unauthorized agent from attempting to guess a password. This will occur if you accidentally activate this security feature by unintentionally miss-keying a password three times. You will need to call the bank to reestablish the password for your account(s). A common mistake made by users is having the caps-lock on while keying in a customer ID or password. Since the customer ID and password are case sensitive and you cannot actually see the password characters you are typing, it is easy to think you are typing the password correctly.

### **Delivery of Your Transfers**

You may schedule transfers to be initiated on the current business day, on a future date, or on the same date of each month, subject to the restrictions in agreements between you and the BANK. Although you can enter transfer information through FSB Online twenty-four (24) hours a day, seven (7) days a week, transfers can be initiated only on business days. Funds will be deducted from your account on the business day on which a transfer is to be "initiated." This date is referred to in this Agreement as the "Transaction Date." If you direct the initiation of a transfer to occur on a day other than a business day, it will be initiated on the following business day. Transfers must be scheduled by the normal cut-off time of 3:00 p.m. (CST) on any business day in order for the transaction to be completed on that business day.

### **Recurring Transfers**

Recurring transfers are those made for the same amount and are made on a weekly, bi-monthly, monthly basis, etc. Once started, recurring transfers will be made automatically until you tell us to stop or cancel the transfers and we have a reasonable opportunity to act on your request.

### **Stop Payments**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this Agreement in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call.

### **Our Liability of Failure to Complete Transactions**

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 if it is our responsibility. 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 a transfer or bill payment.
- If you have an overdraft line and the transfer or bill payment would go over the credit limit.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer or bill payment.
- If circumstances, beyond our control (such as fire or flood) prevent the transfer or bill payment, despite reasonable precautions that we have taken.
- If the money in your account is subject to legal process or other encumbrances restricting transfer.
- If you have not provided us with complete and correct information, including without limitation, the name, United States address, and payment amount for the payee on a bill payment. Bill payments are limited to within the United States.
- For any other loss which is your fault or responsibility and not our fault or responsibility.

### **Documentation**

All payments, transfers, and or/fees made with FSB Online will appear on your monthly Account statement. The Payee name, payment amount, and the date of the transfer will be shown for each transfer made through FSB Online during that month.

If you have arranged to have direct deposits made into your account at least once every 60 days from the same person or company, you can use FSB Online to find out whether or not the deposit has been made.

## **Fees and Charges**

FSB Online is available to our existing customers at no monthly charge.

## **Equipment**

You are solely responsible for the equipment (including, in the case of FSB Online, your personal computer and software) you use to access FSB Online. We are not responsible for errors or delays or your inability to access FSB Online caused by your equipment. We are not responsible for the cost of upgrading equipment to stay current with FSB Online nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

## **Business Days/Hours of Accessibility**

Unless otherwise defined by this Agreement or in an Exhibit, a Business Day is any day that Bank is operating and open for business. Saturdays, Sundays and selected Federal holidays will not be considered Business Days. You should contact Bank to inquire if a given Federal holiday is determined by Bank to be a Business Day. All transactions, deposits, instructions and entries received by Bank on a day that is not a Business Day will be treated as if received on the next Business Day. Contact us for information regarding Bank's normal business hours or visit our web site for hours of operation.

You can usually access your Accounts through FSB Online seven (7) days a week, 24 hours a day. However, at certain times, some or all of FSB Online may not be available due to system maintenance or reasons beyond Bank's control. Bank specifically does not warrant that FSB Online will be available at all times. During those times when FSB Online is not available, you may use any FSB or participating ATM network (assuming you have applied for and been accepted to utilize such ATM services). A transfer initiated through FSB Online before 3 p.m. Central Standard Time) on a business day will be posted to your account the same day. Business completed on a weekend or banking holiday or after 3 pm (Central Time) on a Business Day will be posted on the next Business Day.

## **Notice of Your Rights and Liabilities**

Security of your transactions is important to us. Use of FSB Online therefore requires a customer ID and password. If you lose or forget your customer ID or password, please call Customer Service during the normal business hours listed below.

**Customer Service Number: 580-933-4201**

We may accept as authentic any instructions given to us through the use of your customer ID or password. You agree to keep your customer ID and password secret and to notify us immediately if your customer ID or password is lost or

stolen or if you believe someone else has discovered your customer ID or password. You agree that if you give your password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use FSB Online. Do not discuss, compare, or share information about your account number(s), Customer ID, or Password, with anyone unless you are willing to give him or her full use of your money. If you furnish your password and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized and we have sufficient time to act on your instructions. FSB Online enables you to change your password; we ask that you do so regularly. We may be liable for certain security breaches to the extent required by applicable law and regulation.

We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to but are not obligated to (1) monitor and/or record all communications and activity related to FSB Online; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your customer ID or password was used in connection with a particular transaction. If any unauthorized use of your customer ID or password occurs you agree to (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds. **WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN CUSTOMER IDs OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.**

Tell us **AT ONCE** if you believe your customer ID or password has been lost, stolen, or compromised in any way. 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 2 business days, you can lose no more than \$50. If you do **NOT** tell us within 2 business days after you learn of the loss or theft of your customer ID or password, and we can prove that we could have stopped someone from using your customer ID or password without your permission, if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 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 hospital stay) kept you from telling us, we will extend the time periods for a reasonable period of time. If you believe your customer ID or password has been lost or stolen or that someone has transferred

or may transfer money from your account without your permission, call or write us at the telephone number or address listed below.

## **Errors and Questions**

**In Case of Errors or Questions About your Electronic Transfers or Bill Payments, Call or Write** us at the telephone or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer or bill payment listed on the statement or receipt. We must hear from you no later than 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, transfer or bill payment 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 question in writing within 10 business days.

We will determine whether an error occurred within 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 45 days (90 days if the transfer or bill payment 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 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 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.

You may ask for copies of the documents that we used in our investigation.

**First State Bank**

**PO Box 775 106 N. Dalton**

**Valliant, OK 74764**

**Business Days: Monday through Friday, 9:00 a.m. to 4:00 p.m.  
Excluding Federal Holidays  
Phone: 580-933-4201**

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

We will disclose information to third parties about your account or the transactions you make only as is necessary to perform normal banking functions such as:

- a. where it is necessary for completing transfers, bill payments;  
or
- b. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- c. in order to comply with government agency or court orders;  
or
- d. to our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law; or
- e. if you give us written permission.

### **Authorization to Obtain Information**

You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit-reporting agency.

### **Termination**

We reserve the right to terminate FSB Online, in whole or in part, at any time with or without cause and without prior written notice. In that event, we may (but are not obligated) to immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend FSB Online in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of the system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your customer ID or password as an indication of an attempted security breach. Termination of FSB Online does not affect your obligations under this Agreement with respect to occurrences before termination or cooperation after termination.

### **Limitation of Liability**

Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by FSB Online or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC equipment.

### **Assignment**

You may not transfer or assign your rights or duties under this Agreement.

### **Governing Law**

The laws of the United States of America and the state of Oklahoma shall govern this Agreement and all transactions hereunder, without giving effect to any conflict of laws rule or principle that might result in the application of the laws of another jurisdiction. Customer acknowledges that he/she has reviewed this Customer Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

### **Amendments**

We can change a term or condition of this Agreement by mailing or delivering to you a written notice at least thirty (30) days before the effective date of any such change. We do not need to provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain and restore the security of our system or an account. However, even in these cases, if the change is to be made permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement that we send you, or within thirty (30) days, unless disclosure would jeopardize the security of our system or an account. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you in either our Checking or Savings Accounts records.

### **Indemnification**

Customer, in consideration of being allowed access to FSB Online, agrees to indemnify and hold the BANK harmless for any losses or damages to the Customer resulting from the use of FSB Online, to the extent allowed by applicable law.

### **Security Procedures**

By accessing FSB Online, you hereby acknowledge that you will be entering a protected web site owned by the BANK, which may be used only for authorized purposes. Any unauthorized use may be a violation of state and or federal law and will be prosecuted to the fullest extent allowed by law. The BANK may monitor and audit usage of the System, and all persons are hereby notified that



use of FSB Online constitutes and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.

Temporary Login Name \_\_\_\_\_

[www.fsbvalliant.com](http://www.fsbvalliant.com)

Temporary Password \_\_\_\_\_

**Confirmation Number - 3279**

*These temporary login names and passwords will expire in thirty (30) days. You must login at least once every ninety (90) days to remain active.*