

# Online Banking Agreement

## 1. General

This Online Banking Agreement ("Agreement") for accessing your Shelby Savings Bank account(s) via the Internet explains the terms and conditions governing Online Banking and other banking services offered through Shelby Savings Bank (collectively, "Online Banking"). By using Online Banking you agree to abide by the terms and conditions of this Agreement. This 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 "our," "we," "us," "Online Banking," "Shelby Savings Bank Online Banking," and "Bank" refer to Shelby Savings Bank. "You" refers to each signer on an account. The term "business day" means Monday through Friday, excluding legal bank holidays.

Online Banking can be used to access products and accounts made available by Shelby Savings Bank. Each of your accounts is also governed by the applicable account disclosure statement.

## 2. Protecting Your Account

Notify us at once if you believe another person has improperly obtained your Online Banking password. Also notify us if someone has transferred or you think someone may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. To notify us, call Shelby Savings Bank at (936) 598-5688 or write to:

Shelby Savings Bank - Online Banking Customer Service  
P.O. Box 1806  
Center, TX 75935

Or, email us at [info@ssbtx.com](mailto:info@ssbtx.com) - be sure to include your email address and daytime phone number.

### A. Your Liability

If your Online Banking password has been compromised and you tell us within two (2) business days after learning of the loss of theft, you can lose no more than \$50.00 if someone used your Online Banking password without your permission to access a Shelby Savings 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 \$500.00 of the disputed amount. If your monthly statement shows withdrawals, transfers or purchases that you did not make or authorize, you must notify us at once. If you do not notify us within sixty (60) days after the account transaction detail information was transmitted or mailed 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. If there are extenuating circumstances that kept you from telling us, the time periods in this section may be extended.

Shelby Savings Bank is not responsible for any electronic virus or viruses that you might encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and hardware.

Shelby Savings Bank provides customer education and training resources available under the security tab on the marketing site located at <https://www.ssbtx.com>. Shelby Savings Bank highly recommends online banking users to read these articles and be aware of the risks involved before using online banking.

## **B. Preventing Misuse**

It is extremely important that you take an active role in the prevention of any wrongful use of your account. If you find that your records do not agree with ours, you must immediately call Shelby Savings Bank at (936) 598-5688.

Protect your Online Banking password - The password that is used to gain access to Online Banking should be kept confidential at all times. For your protection we recommend you change your Online Banking password regularly. It is recommended that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money from your account without permission, notify Shelby Savings Bank at once.

## **3. Bank's Liability for Failure to Make Transfers**

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 may be liable for your losses or damages up to the value of the transfer. However, there are some exceptions. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer;
- b. If the system was not working properly;
- c. If there is a dispute about the amount to be paid or transferred, or we have been legally ordered to pay to or hold the money in your account for someone else;
- d. If a withdrawal would consist of money deposited in the form of a check or other order and is not yet available for withdrawal;
- e. If you have told us that your password was lost or stolen;
- f. If, in the case of a preauthorized credit or debit to your account, a third party does not send your money to us on time or does not send us the correct amount, or we do not have the required authorization to perform the transaction;
- g. If circumstances beyond our control (such as fire, flood, or natural disaster) prevent the transfer, despite reasonable precautions and efforts we have taken.

- h. Other exceptions may be stated in our stop payment agreement, if we have any with you.

## **4. Accessing Your Shelby Savings Bank Accounts**

### **A. Requirement**

To access your account(s) through the Internet, you must have an eligible Shelby Savings Bank account, enroll in Online Banking by agreeing to the Online Banking Agreement, and have an Online Banking password. In addition, you must have the required Internet secure browser software as defined by the Bank.

### **B. New Services**

Shelby Savings Bank may, from time to time, offer and introduce new Online Banking services. The Bank will notify you of the existence of these new products and services. By using these services when they become available, you agree to be bound by the rules, which will be communicated with you, concerning these services.

### **C. Fees**

There may be monthly or transaction fees for accessing your account(s) through Online Banking. Please note that your Internet service provider may assess fees.

## **5. Terms and Conditions**

The first time you access your Shelby Savings Bank account(s) through Online Banking confirms your agreement to be bound by all of the terms and conditions of this Agreement and acknowledges your receipt and understanding of this disclosure.

### **A. Your Online Banking Account Access Password**

You will select your own Online Banking password. We recommend you change your password regularly. Do not use numbers that are easily associated with you, such as your telephone number, social security number, address, or birth date as your password. You are authorizing Shelby Savings Bank to act on instructions received under your password. You are responsible for keeping your password, account number(s), and other data confidential at all times.

### **B. Our Liability**

Except as specifically provided for in this Agreement or where the law requires a different standard, you agree that neither Shelby Savings Bank nor the Internet Service Provider shall be responsible for any loss, property damage or bodily injury, whether caused by Shelby Savings Bank, equipment, software, or Internet access providers or any agent or subcontractor of any of the foregoing. Nor shall Shelby Savings Bank or the Internet Service Providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way

from the installation, use or maintenance of the equipment, software or Internet browser or access software. You agree to indemnify and hold harmless Shelby Savings Bank for any losses, expenses, or damages incurred by Shelby Savings Bank as a result of the intentional misuse or fraudulent use of these services by you, or any person or entity acting on your behalf or with your permission.

### **C. Changes to Fees or Other Terms**

We reserve the right to change the fees or other terms described in this Agreement. However, when changes are made to any fees, we will notify you on-line, or will send a notice to you at the address shown on our records. All notices will be sent at least thirty (30) days in advance of the effective date of the change, 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 written or electronic notice within thirty (30) days in advance of the change. By continuing to use the accounts or services to which these changes relate, you are accepting the changes. Changes to fees applicable to specific accounts are governed by the applicable Account Disclosure Statement.

### **D. Disclosure of Account Information**

You authorize the Bank to disclose to selected third parties about your account or the transactions you make: When necessary for completing transactions, or in order to verify the existence and condition of your account for a third party, such as a credit bureau, or merchant, or in order to comply with government agency or court orders, or to give information to any government entity having legal authority to request such information or if you give us permission.

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

In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Account Disclosure Statement, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and all applicable State and Federal laws and regulations. The Bank also agrees to be bound by them. The Bank reserves the right to terminate this Agreement and your access to Online Banking in whole or in part, at any time without prior notice. You agree to be responsible for any telephone charges incurred for accessing your accounts through Online Banking.

## **6. Bill Payment Service**

As part of Shelby Savings Bank Online Banking, you can schedule payment of your periodic bills. You can arrange for the payment of current, future and recurring bills from your Shelby Savings Bank "checking account". There is no limit to the number of payments that may be authorized. You may pay any merchant or individual approved by Shelby Savings Bank. By furnishing us with the names of your payees/merchants and their addresses, you authorize us to follow the payment instructions to these payees/merchants that you provide through Online

Banking. When we receive a payment instruction (for current or future date), we will remit funds by check unless the payee is able to receive funds electronically from iPay on your behalf on the day you have instructed the payment to be sent (Send Date). We shall not be obligated to pay any Bill Payment Service unless your account has sufficient funds the day the Bill Payment Service payment attempts to clear your account. Funds for all Bill Payment Service will be withdrawn from your account on the day the bill is sent. You may edit, change, or delete any Bill Payment Service request until 5:00 p.m. the day prior to the "Send Date".

NOTE: Any payments made through the Bill Payment Service require sufficient time for your payee to credit your account properly. To avoid incurring a finance charge or other late fee you must schedule a payment far enough in advance (approximately seven (7) to ten (10) days) of the due date of your payment. Shelby Savings Bank shall not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, Shelby Savings Bank will not be liable for delays or losses of payments caused by the U.S. Postal Service or other delivery service. We will also not be liable if there are insufficient funds in your designated payment account; if a legal order directs us to prohibit withdrawals from the payment account; if the payment account is closed or frozen; or if any part of the electronic funds transfer system is not working properly. Shelby Savings Bank will not be liable for bill payments not completed due to circumstances beyond our control (such as fire, telecommunication outages, strikes, or natural disasters). Shelby Savings Bank will not be liable for indirect, special, or consequential damages arising out of the use of Bill Payment Service. Shelby Savings Bank will not be liable if a payee will not accept payments made through Bill Payment Service.

Shelby Savings Bank reserves the right to terminate your use of Bill Payment Service at any time without prior notice. You agree to indemnify and hold harmless Shelby Savings Bank for any losses, expenses, or damages incurred by Shelby Savings Bank as a result of the intentional misuse or fraudulent use of these services by you, or any person or entity acting on your behalf or with your permission.

#### Bill Payment Service Fees:

There is no charge for Online Bill Payment Service. All scheduled bills will be paid by check or electronically on the scheduled send date. You can set Bill Payment Service to use more than one checking account if you have more than one checking account on your Online Banking account list. A non-sufficient funds (NSF) fee will be assessed if the Bill Payment Service attempts to withdraw the funds from your account and the account does not have the funds necessary for the transaction. The NSF fee is based on the current fees as stated in Shelby Savings Bank fee disclosure. If the payment account has insufficient funds to cover the fees, the Bank may deduct the fee from any other transaction account linked to Online Banking. If the fee cannot be paid, we may cancel your Online Bill Payment Service.

## **7. Other Information**

### **A. Balance Inquiries and Transfers**

You may use the service to check the balance of your accounts and to transfer funds among your accounts selected for Online Banking. In order to initiate one of these transactions, you must first use your password to obtain access to the Service. The balance shown on your PC may include deposits still subject to verification by us. The balance shown also may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, or charges. Funds transfer requests may be made 24 hours per day, but may not result in immediate funds availability because of the time require to process the files. If there are insufficient funds available in an account from which you are requesting a funds transfer, the transfer will not be initiated. Insufficient fund fees may be assessed as indicated in the applicable account disclosure. For monetary transfers, the accounts must be accessible by the same user name and password.

## **B. Statements**

All of your payments and funds transfers made through the Service will appear on your monthly account statement(s).

## **C. Equipment**

We are not responsible for any loss, damage or injury resulting from an interruption in your electrical power, high speed internet service, or telephone service; the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality, or any defect or malfunction of your PC, modem, router, or telephone line. We are not responsible for any services relating to your PC other than those specified in this Agreement. If any equipment failure occurs in any way relating to your PC, modem, router, or telephone line, Shelby Savings Bank is not responsible.

## **D. Business Days/Hours of Operation**

Our business days are Monday through Friday, except bank legal holidays.

Monday through Thursday lobby hours are 8:30 a.m. to 4:00 p.m. for all locations.

Friday lobby hours are 8:30 a.m. to 5:30 p.m. at all locations.

Online Banking is available 24 hours a day, 7 days a week, except during maintenance periods of scheduling, or modification, for review of funds transfers and balance inquires.

# **8. Error Resolution Notice**

## **A. Contact Information**

In case of error or questions about your electronic transactions contact us at (936) 598-5688 or write to Shelby Savings Bank Online Banking Customer Service, P.O. Box 1806, Center, TX 75935. You may also email us at [info@ssbtx.com](mailto:info@ssbtx.com) - be sure to include your email address in the message. Contact us as soon as you can, if you think your statement, passbook or receipt is

wrong or if you need more information about a transfer listed on the statement, passbook or receipt. We must hear from you no later than 60 days after the problem or error appeared on your passbook or receipt, or no later than 60 days after we sent you the FIRST statement in which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error and why you need more information.
3. Tell us the dollar amount of the suspected error.

## **B. Procedures**

We will investigate whether an error occurred within 10 banking days (5 banking days for MasterCard®-branded card point-of-sale transactions and 20 banking 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 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 banking days (5 banking days for MasterCard®-branded card point-of-sale transactions and 20 banking 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 banking days, we may not credit your account as described above. 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 this account is opened. We will inform you of the results within three banking days after completing our investigation. If we decide that there was no error, we will send you a written explanation and reverse the credit described above. You may ask for copies of the documents that support our investigation.

## **E-SIGN Disclosure**

The following disclosure is required by the Federal Electronic Signatures in Global and National Commerce ACT (E-SIGN Act). Please read this E-SIGN Disclosure carefully and keep a copy for your records.

### **Electronic Delivery of Disclosures and Notices**

By following the "Consent" instructions below, you are consenting to receive information related to your Online Banking transactions electronically. If you do not consent, you choose not to participate in Shelby Savings Bank Online Banking. By consenting to electronic delivery of information, you agree to provide us with your current email address and update us as to any changes in such information by contacting us at the number or email address listed under Shelby Savings Bank, SSB Contact Information.

### **Requesting Paper Copies**

Even after consent, you have the right to receive a paper copy at no charge, please contact us at the number or email address listed under Shelby Savings Bank, SSB Contact Information. Please include your name and mailing address and be sure to state that you are requesting a copy of the disclosures related to your Online Banking transactions.

#### Withdrawal of Consent

If after consenting, you wish to withdraw your consent prior to using Online Banking, you can back out of Online Banking.

#### Hardware and Software Requirements

In order to access, view, and retain your account information electronically, you must have:

- A personal computer or other device which is capable of accessing the Internet.
- An Internet web browser with capabilities to support a minimum 128-bit encryption.
- Software which permits you to receive, access, print and save Portable Document Format or "PDF" files, such as Adobe Reader version 8.0 and above.

#### Termination/Changes

We reserve the right, in our sole discretion, to discontinue the provision of your account information electronically, or to terminate or change the terms and conditions on which we provide account information electronically. We will provide you with notice of any such termination or change as required by law.

#### Consent

By agreeing to this you consent to receive legal disclosures electronically and to the terms and conditions described above.

#### Shelby Savings Bank, SSB Contact Information

Address:  
Shelby Savings Bank  
111 Selma St.  
Center, TX 75935

Email Address: [info@ssbtx.com](mailto:info@ssbtx.com)

Phone: (936) 598-5688