

FIRST STATE BANK IN TEMPLE ONLINE & Voice Banking– Business and Consumer Accounts

First State Bank may be referred to as “Bank”, “FSB”, “us”, or “we” within this agreement.

FSB Online Banking – Internet access banking product,

Voice Banking – Telephone access banking product.

Your successful access to our Online or Voice banking services indicates that you have read and agree to the terms stated herein. Please read and be familiar with all of the terms prior to accessing these systems.

Access and Hardware Requirements (Online). In order to be able to access FFNB Online Banking service, you must have at least one personal or one business account with us. You will arrange and be responsible for internet service necessary to utilize the Service. You will also be responsible for acquiring, maintaining and operating all computer equipment, which includes hardware, software and communications at your premises.

Computer requirements are as follows:

A PC or Mac computer.

A modem or DSL or other Internet connectivity

An Internet Service Provider

An Internet Web Browser

We require browsers to handle:

128-bit SSL Session Encryption and accept web certificates;

Secure communication with web site certificates.

Supported Operating Systems

Windows PCs

MS Windows, 7.0 minimum recommended

Apple or Mac

Mac OS-X or later

Browsers supported

Windows

MS Internet Explorer version 7 and later

Netscape version 8 and later

Mozilla Firefox 1.5 and later

AOL version 9 SE and later

Mac (Apple)

Netscape for Mac version 7.2 or later

Mozilla Firefox 1.5 or later

AOL 10.3 or later

Unless otherwise stated below all transactions or account changes initiated through the Banks online banking system or telephone banking system must be completed by 2:00 PM on a business day. Transactions or other activity requiring processing that is initiated after this time, or on a weekend or holiday will be completed on the next business day.

Internet Security Risks

Information transmitted over the Internet may be subject to the risk of unauthorized access, alteration or modification. By using the online services, you assume these risks and associated risks, (e.g., identity theft, theft of funds, disclosure of financial information, etc.) You agree to exercise discretion and secure your Access ID, Password, Security Questions, Phishing Phrase, and any other security tools that may be in place to safeguard your information. FSB reserves the right to monitor and review

FIRST STATE BANK IN TEMPLE
ONLINE & Voice Banking– Business and Consumer Accounts

transmissions online and in storage, and to remove or reject any material which the bank, at its sole discretion, believes may be unlawful or objectionable, without prior notice to you.

Electronic Mail (email)

We may preserve the content of your email, your email address any our response so that we can more efficiently handle any follow up questions you may have. We also do this to meet legal and regulatory requirements.

We may send notices to you by electronic mail. You may use electronic mail to contact us about inquiries, maintenance and/or some problem resolution issues. Because the Bank does not receive or review the email immediately, you should not rely on email and should call the Bank at 580-342-6265 if you need to communicate with the Bank immediately.

Regular non-encrypted internet email is not secure. In the instances where FSB internet email addresses are provided, these are provided for information inquiries of a non-sensitive and non-confidential nature. Your messages should not contain any account or personal identifying information (account numbers, social security, etc.) You can not use email to initiate transactions on your account(s) and it will not serve as a substitute for any requirement imposed on you to provide Bank with “written notice” You agree to notify the Bank of any changes in your email address. Access to FSB online banking is generally accessible 24 hours a day, seven days a week, except for reasonable periods from time to time for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend or terminate access to FSB online banking services at any time and for any reason without prior notice, unless the law requires such notice.

Stop Payments

In the event that the ability to place a Stop Payment is provided to you please note the following information. You may initiate Stop Payment orders through the FSB online banking system. For information on Stop Payment orders please refer to your account disclosures. Online presented Stop Payment orders should be initiated with sufficient time for us to receive the order and process before check or other draft is presented. You are responsible to provide Bank with this required timely notice. Stop Payment orders should be presented prior to 12:30p.m. Monday – Friday to receive same day processing. Orders received after these hours or on weekend or holidays will processed on the next business day. You may not stop payment on an item after acceptance of the item by us.

Internal Transfers

You may transfer funds between accounts through the FSB online banking system. Any rights to transfer funds will depend on your access to any such account. This will depend on your relationship to any account and the level of user rights that you were given by the bank according to your instructions or according to the owner of the account, whichever may apply. Transfers are subject to availability of funds. In the event that funds transferred exceed the available balance you may receive an overdraft charge according to our current rules and fee schedule. You may refer to your account disclosures and fee schedules for this information. The bank does not assume any responsibility in the event that sufficient funds are not in your account to make payment of any kind. You are responsible for maintaining sufficient balance in your account and for making timely deposits or transfers to meet any payment instructions you have outstanding at any time. This includes bill pay online, checks, ach drafts or any other of any kind. Transfers may be made at any time. However to receive same day processing these should be initiated by 2:00 PM Monday – Friday. Transfers after this time or on weekends or holidays will be credited/debited on the next business day.

Bill Pay Agreements

If you use Bill Pay on FSB online banking you agree to the following:

To transmit bill payments to allow sufficient time for the bill to reach payee.

To provide correct payee name, address, account information and payment amount.

To maintain sufficient funds in the funding account on the payment transaction date requested.

To notify FSB no later than 30 days after you receive the first statement on which you believe a problem or error occurred.

Not to use this service to transmit alimony, child support or other court directed payments, or tax payments.

Not to use any accounts for Bill Pay other than your checking account. HIFI and Savings accounts can not be used for Bill Pay as these are limited transaction accounts. Exceeding transaction limitations on these accounts will result in a fee charged to the account.

Restrictions

Merchant must be located in the United States.

Payments may not be remitted to tax authorities or government and collection agencies.

Payments may not be remitted to security companies such as Ameritrade for stock purchase.

Court directed payments, (alimony, child support, or other court directed payments or tax payments)

FIRST STATE BAKN IN TEMPLE
ONLINE & Voice Banking– Business and Consumer Accounts

To make payments, you must request the payment from your checking account. Your payment information will be processed through the bank provided payment system. The earliest available payment date will be determined by the system and schedule an ACH draft from your account to the payee. You are responsible for entering data and scheduling payments to meet any requirements of the payee. The Bank is not responsible for any late payments or fees that are the result of not entering the data correctly or scheduling payments on a timely basis. Bank will not be responsible in the event that circumstances outside of Bank control causes delay or other failure to make timely payment. These may be, but are not limited to, power failure, systems failure, data entry error, communications failure, or failure on the part of bill payment systems or other partners that are involved in completing your payment instructions.

Bank Obligation

The Bank agrees to transmit the applicable financial data under its control required to utilize the products selected by you and to act on appropriate instructions received from you in connection with the products. You understand and agree that the Bank or its designated agent will provide support for the product.

It is further understood that the availability of the services to be provided by means of the products is at all times conditioned upon the corresponding operation and availability of those computer services and systems used in communicating your instructions and requests to the Bank and the Bank's response, including but not limited to your Internet Software (browser), Internet Service Provider (ISP), telephone lines and other physical means of communication.

The Bank shall exercise due care to prevent the use of the system by unauthorized persons but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the system. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the system or disclosure of any of your confidential information or instructions by you or by your employees, agents or other third parties.

Your Responsibilities

You agree to operate the system in manner that will prevent other persons, not authorized to gain access to your account. This may include but is not limited to, safekeeping your account sign on information.

Use of computer firewalls and virus detection software is recommended. Be aware that wireless networks set up in your home or business should be secured with passwords and firewalls that will not allow other wireless users from accessing your network. Be aware of using computers located in public use areas. Do not leave your sign on information on public computers. Register only your own personal computer when you sign on. You may use public computers, However, do not register your sign on at any computer that is not directly controlled by you or that may be used by any other person. Registering on any computer leaves a "cookie" loaded on the computer.

You will use the system in accordance with any terms stated by Bank or Bill Pay Provider or other parties that may be used as you sign up for additional services within the system.

You agree to be solely responsible for proper use of the system. You agree to be responsible for any actions of persons that you grant access, ie. employees, family members, etc.

You agree to notify Bank of any employee or third party access you grant.

Protection of Security Information.

Upon receipt of you Online Banking Application or your Voice access application, and subject to Bank approval, an initial user password will be issued to you along with this disclosure and other user information. Your selected User ID and Initial password will be used to sign on to the FSB Online Banking system. You will be required to select a new password with your first sign on. You agree to change your password as may be required by the system from time to time. You agree to confidentially secure your user ID and Password. You agree to use a User ID and Password that is not easily guessed by any other person.

You agree to promptly notify us of any suspected violation of your security information. You agree not to use the Banks email or any other email to deliver confidential information to the Bank or any employee of the Bank. Any confidential information may be submitted to the bank via the contact forms on the bank webpage..

Access the Bill Pay site only through your secure login to the FSB Online Banking system. Do not attempt to login directly to the Bill Pay provider.

We suggest that activate the Phishing phrase function. Enter a phrase here that will be unique to you. This phrase will then be displayed each time you log on to our website. This helps to ensure that you are logged on to our site and that you have not been routed to a fraudulent site.

Wire Transfer

If available Wire transfers must be initiated by 12:30 PM, Central time in order to process on same day. Later times are allowed for call in wires.

Transfer and Limitations

For security purposes Transfer limitations are imposed. These are limited by number per day, month and Dollar amounts. If transfers limitations are not sufficient for your own needs. You may contact us to request an amount that will be sufficient for your needs. General transfer limitations are set for all customers of \$1000.00 per day, per eligible account. Maximum daily transfers are 2 per account.

Scheduling or Cancelling Bill Payment

Terms are set by the Bill pay processor. You agree to follow the terms that are set by the processor. These terms are available by accessing the bill pay tab from our Online Banking system.

Errors

IN case of errors please refer to Our Regulation E disclosure. To obtain a new copy please contact us at 580-342-6265 or send us a request from the contact us page on our website.

Telephone Banking.

This section applies specifically to telephone banking. All information addressed in other sections of this agreement also apply to your telephone banking access. Please be familiar with all of the terms of this agreement. By accessing the telephone banking service, you agree to all of the terms that are addressed in this entire agreement.

You or any authorized signer may access your deposit, savings, CD, and loan accounts by using a customer selected user id and bank assigned password. The password will be for initial access and will be changed by the customer with the first sign in access. You may use the system to obtain balance information, make loan payments, transfer funds between accounts, obtain information about interest payments to your accounts, obtain information about your last deposit, as well as other services. Bill pay is not available through our voice banking system. Some services available by Online access will not be available through the Voice banking service.

Fees

Please refer to our Fee Schedule for disclosure of any fees that may be charged to you for these services. Fees are subject to change at anytime. We will disclose to you any change in fees in a timely manner as required by law. Certain premium services that may be available may include fees charged to your account. If fees do apply, the fee will be disclosed to you prior to access or use of the premium service. Fees may be charged to your account as a result of our normal fee schedule that are initiated through our online or voice banking services, ie. overdraft charges due to bill pay instructions or transfers, stop payment orders, etc.

Termination of Online or Voice Banking Services.

You agree that we may terminate your online or voice services to include bill pay features if;

You or any authorized user of your online or voice service breaches this or any other agreement with us; if we believe that the account or service is being misused and represents a risk of loss to the bank; we have reason to believe that there has been an unauthorized use of your account or security information, we notify you or any other party to your designated account that we have cancelled or will cancel this agreement. You or any other party to your designated account can terminate this agreement for any other reason, either for cause or without cause by notifying us in writing at First State Bank, P.O. Box 546, Temple OK 73568. The bank is not responsible for any risk or liability resulting from cancelling the online banking or Bill pay service. Termination of this agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.