

American National Bank & Trust

Digital Banking Terms and Conditions

Digital Enrollment Disclaimer

This is an addendum to the Terms and Conditions for Online Banking Agreement and sets forth the additional terms and conditions for use of Mobile Banking.

ACCEPTANCE

1. **Accepting this Addendum.** When you enroll in Digital Banking, you agree to the terms and conditions of this Addendum. Additionally, by using Digital Banking you also agree to the terms and conditions of this Addendum.
2. **Description of Services.** Digital Banking is a service that allows you to access account information using compatible and supported wireless devices. We reserve the right to modify the scope of Digital Banking at any time. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.
3. **Relationship to Other Agreements and Fees.** You agree that when you use Digital Banking, you will remain subject to the terms and conditions of all your agreements with us, our affiliates, and/or any unaffiliated service providers, including, but not limited to, your mobile service provider (e.g., Verizon, T-Mobile, etc.). You understand that those agreements may include fees, limitations and restrictions which may impact your use of Digital Banking. Your mobile provider may impose data usage or text message charges for your interaction with Digital Banking, and you agree to pay all such fees.

CHANGES OR CANCELLATION

You may cancel your participation in Digital Banking by calling us at 940-397-2300. We reserve the right to change or cancel Digital Banking at any time.

External Transfer Agreement

This External Transfer Agreement sets forth the terms and conditions for your use of External Transfers. By using External Transfers, you agree to the terms and conditions set forth herein. Please read this Agreement carefully and keep a copy for your records. This Agreement is in addition to all other agreements you may have with American National Bank & Trust including, but not limited to, the Deposit Agreement, Electronic Fund Transfers Disclosure, and Online Banking Service Agreement.

1. **External Transfers -** External transfers permit you to electronically transfer money between accounts you opened at American National Bank & Trust, and accounts you maintain at other financial institutions located in the United States that have a valid routing number.
2. **Verification of Accounts -** American National Bank & Trust is under no obligation to you, or any other person, to verify or confirm your identity, registration information, or your ownership of the external deposit accounts; or to confirm that your deposit accounts held at American National Bank & Trust and the external deposit accounts at another financial institution are held in the same name and/or legal capacity. You represent and warrant your deposit accounts held at American National Bank & Trust and the external deposit accounts held at another financial institution that utilize this service are held in the same name or legal capacity or you have the authority to make deposits and withdrawals. You agree to provide true, accurate, current, and complete information about yourself and your external deposit accounts held at other financial institutions and you agree to not misrepresent your identity or your deposit account information.

3. The External Funds Transfer Service - We will use the Customer Validation Method to verify your control and authority to access the external deposit accounts held at other financial institutions. You must undertake this account verification option in order to use the External Funds Transfer Service for each financial institution you want to set up.
4. Customer Validation Method - By using the Customer Validation Method to verify deposits, you authorize American National Bank & Trust to make up two (2) micro-deposits (each less than \$1.00) to the external deposit account(s) specified by you. You will thereafter verify to American National Bank & Trust the amounts of each micro deposit made to the external deposit account owned by you and held at the other financial institution to validate the transactions. This process is a security measure to ensure your ownership of the external deposit account. Upon validation you are granted access to begin external transfers. You may not initiate any external transfers until the Customer Validation is complete.
5. Processing Time - We will begin processing a transfer request on the same day as the request only if we receive the request prior to 3:30 pm CST. If you schedule an external transfer, you may delete or edit the transfer request until 3:30 pm CST on the scheduled transfer date.
6. Limit on External Funds Transfer - American National Bank & Trust reserves the right to limit the daily usage of this service.

This agreement shall take effect immediately upon the acceptance of these terms of Online Banking External Funds Transfer Service.

Mobile Remote Deposit Capture (MRDC) (last revision June 2018)

Agreement and Disclosure Online Banking Addendum

This Agreement contains the terms and conditions for the use of American National Bank & Trust's (ANB&T) Mobile Remote Deposit Capture (MRDC) service. Other agreements entered into with ANB&T, including the Depository Agreement and Disclosures governing ANB&T accounts, are incorporated by reference and made a part of this Agreement.

1. Services- The mobile remote deposit capture services ("MRDC") are designed to allow deposits to checking accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to ANB&T or ANB&T's designated processor. Any fee for MRDC will be disclosed on the most recent Fee Schedule, available at www.amnat.com.
2. Acceptance of these Terms- Use of the MRDC constitutes acceptance of this Agreement. This Agreement is subject to change from time to time. Notifications of any material change are made via e-mail or through our App by providing a link to the revised Agreement. Continued use of MRDC will indicate acceptance of the revised Agreement. Further, ANB&T reserves the right, in its sole discretion, to change, modify, add, or remove portions from MRDC. Continued use of MRDC will indicate acceptance of any such changes to MRDC.
3. Limitations of Service-When using MRDC, technical or other difficulties may be experienced. ANB&T cannot assume responsibility for any technical or other difficulties or any resulting damages that may be incurred. There may be qualification requirements for use of MRDC, and ANB&T reserves the right to change the qualifications at any time without prior notice. ANB&T reserves the right to change, suspend or discontinue MRDC, completely or in part, or an individual's use of MRDC, completely or in part, immediately and at any time without prior notice.
4. Eligible items- Users agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). Users agree that the image of the check transmitted to ANB&T shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted.
5. Ineligible Items- It is agreed that users will not use MRDC to scan and deposit any checks or other items as shown below:
 - A. Checks or items payable to any person or entity other than the account holder (third party checks)
 - B. checks or items drawn or otherwise issued by the user or any other person on any of the users accounts or any account on which the user is an authorized signer or joint account holder

- C. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which the user knows or suspects, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn
 - D. Checks or items previously converted to a substitute check
 - E. Checks or items drawn on a financial institution located outside the United States
 - F. Checks or items that are remotely created checks
 - G. Checks or items not payable in the United States
 - H. Checks or items dated more than 6 months prior to the date of deposit
 - I. Checks or items prohibited by ANB&T's current procedures relating to MRDC or which are otherwise not acceptable under the terms of your ANB&T deposit agreement
6. Image Quality- The image of an item transmitted to ANB&T using MRDC must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
 7. Endorsements and Procedures- It is agreed to restrictively endorse any item transmitted through MRDC as "For Mobile deposit only, ANB&T account #" or as otherwise instructed by ANB&T. User agrees to follow any and all other procedures and instructions for use of MRDC as ANB&T may establish from time to time. In the event a check is deposited twice, the user agrees that ANB&T may charge a duplicate item fee to your account. For more information regarding fees, see our Schedule of Fees & Charges.
 8. Receipt of Items- ANB&T reserves the right to reject any item transmitted through MRDC, at the Banks discretion. ANB&T is not responsible for items not received or for images that are dropped during transmission. An image of an item shall be deemed received when the user receives a confirmation from ANB&T that the image was received. Receipt of such confirmation does not mean that the transmission was error free or complete. If, after ANB&T confirms the receipt of a check image, ANB&T determines that the check is a Prohibited Check, user agrees that ANB&T may charge the amount of the check back to the Account deposited. User agrees that ANB&T will not be liable to the user for any loss, costs, or fees as a result of the exercise of chargeback rights.
 9. Availability of Funds. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. Deposits will be processed two times each day with cut-off times of 9:30 am CST & 2:30 pm CST. If you make a deposit before 2:30 pm on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 2:30 pm or on a day we are not open, we will consider that the deposit was made on the next business day we are open. You understand that following our receipt and processing of the image, funds from the check will be made available for your withdrawal and/or use on the **NEXT** business day after we receive your deposit; however, longer delays may apply. You also understand that credit is provisional until settlement is final. Refer to our Funds Availability Policy for complete information, available at www.amnat.com. ANB&T may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction information, and such other factors as ANB&T, in its sole discretion, deems relevant.
 10. Disposal of Transmitted Items- Upon receipt of a confirmation from ANB&T that the image of an item was received, user agrees to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item after 60 days to ensure that it is not represented for payment. User agrees never to represent the item. User will promptly provide any retained item, or a sufficient copy of the front and back of the item, to ANB&T as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for ANB&T's audit purposes.
 11. Deposit Limits- ANB&T reserves the right to impose limits on the amount(s) and/or number of deposits that the user transmits using MRDC and to modify such limits from time to time. The manner in which the items are cleared, presented for payment, and collected shall be in ANB&T's sole discretion subject to the Depository Agreement and Disclosures governing your account.
 12. Hardware and Software- To use MRDC, the user must obtain and maintain, at users expense, compatible hardware and software as specified by ANB&T from time to time. Current versions of MRDC are for use on smart phones with Apple or Android operating systems. ANB&T does not support Windows phones with the app. ANB&T is not responsible for any third party software you may need to use MRDC. Any such software is accepted by the user as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download

13. Error Transmission-User agrees to notify ANB&T of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable ANB&T account statement is sent. Unless user notifies ANB&T within 60 days, such statement regarding all deposits made through MRDC shall be deemed correct, and the user is prohibited from bringing a claim against ANB&T for such alleged error.
14. Ownership & License- User agrees that ANB&T retains all ownership and proprietary rights to MRDC, associated content, technology, and website(s). Use of MRDC is subject to and conditioned upon your complete compliance with this Agreement by the user. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates the users right to continued use without limiting the restriction of the foregoing, user may not utilize MRDC (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to ANB&T's business interest, or (iii) to ANB&T's actual or potential economic disadvantage in any aspect. The user may utilize MRDC only for non-business, personal use in accordance with this Agreement. The user may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide MRDC.
15. DISCLAIMER OF WARRANTIES- USER AGREES UTILIZATION OF MRDC AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT THE USERS RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANB&T DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF MRDC, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ANB&T MAKES NO WARRANTY THAT MRDC (i) WILL MEET THE USERS REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN MRDC OR TECHNOLOGY WILL BE CORRECTED
16. LIMITATION OF LIABILITY- USER AGREES THAT ANB&T WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE MRDC INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF MRDC, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ANB&T HAS BEEN INFORMED OF THE POSSIBILITY
17. User warranties and indemnification- User warrants to ANB&T that:
 - A. User will only transmit eligible items
 - B. Images will meet the image quality
 - C. User will not transmit duplicate items
 - D. User will not deposit or represent the original item
 - E. All information provided to ANB&T is accurate
 - F. Users will comply with this Agreement and all applicable rules and laws
 - G. Users agree to indemnify and hold harmless ANB&T from any loss for breach of this warranty
18. Other- Users may not assign this Agreement. This Agreement is entered into in Wichita Falls, Texas, and shall be governed by the laws of the State of Texas and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

Out of Band Authentication Enrollment Disclaimer

American National Bank & Trust offers additional authentication processes to ensure the identity of the user and device accessing the Digital Banking system. All user ids will be required to supply at least one current: phone number, mobile phone** or email address within the system so that out-of-band authentication can be completed. Users will be required to enter the one-time pin code within a short period of time. Users who do not have accurate information on record will not be able to pass the authentication to process the ACH transaction(s).

** SMS text message & data rates apply.

We will not be liable for any delays or failures in your receipt of any authentication codes as delivery is subject to effective transmission from your network operator and processing by your mobile device. SMS message services are provided on an AS IS, AS AVAILABLE basis.

P2P Transfer

Introduction

The following Terms and Conditions (“Agreement”) apply to our P2P (Person-to-Person) Payments service.

Acceptance

By accepting this Agreement and by using P2P Payments, you agree to all the terms, conditions and notices contained in this Agreement and accept responsibility for your use of P2P Payments. Please read this Agreement carefully before accepting. We may amend these terms, and modify or cancel services and features we offer, from time to time without notice, except as may be required by law.

Any Account accessed through this service is also subject to the your Account Agreement and Disclosure, which you should review carefully, as it may include transaction limitations and fees which might apply to your use of P2P Payments.

Definition of Terms

P2P (Person-to-Person) Payments means the service which allows you to send funds to an outside email or cell phone number with instructions detailing how the contact can get the money sent. The recipient determines the bank where the funds will be deposited.

Eligibility

To be able to use the P2P feature with American National Bank & Trust Digital Banking you must be a resident of the United States, be 18 years or older.

Transfer Limitations:

ANB&T reserves the right to impose limits on the amount(s) and/or number of payments that the user transmits and to modify such limits from time to time.

Transaction History

You may view your transaction history by logging into Digital Banking and looking at your Account History. Your history is also available through periodic statements provided by ANB&T.

How to Notify Us of Unauthorized EFT, Lost Device, Error or Inquiry

1. You agree to notify us immediately if you believe your user name, password, or PIN has become known or an unauthorized transaction has occurred involving your Account. Please call 940-397-2300. You must include the following information: Your name and Account number; a description of the error, loss and/or EFT that you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and, the dollar amount of the suspected error or unauthorized EFT.
2. If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

3. We must hear from you no later than 60 days after the date we send the first statement on which the problem or error appeared.

ANB&T's Liability

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 when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your Account to make a transfer.
2. If a legal order directs us to prohibit withdrawals from the Account.
3. If your Account is closed, or if it has been frozen.
4. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
5. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
6. If any electronic terminal, telecommunication device, or any part of the internet banking electronic fund transfer system is not working properly and you knew about the problem when you started the Transfer.
7. If you have not properly followed the on-screen instructions for using P2P Payments.
8. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the Transfer, despite reasonable precautions that we have taken.
9. In addition, we will not be liable to you if you fail to correctly identify by name and e-mail address or mobile number a recipient of the transfer. We may rely upon the e-mail address or mobile number to make payment, even if it identifies a financial institution, person or account other than the party named as the intended recipient.

Fees

We do not currently charge a fee for P2P Payments. However, you will be responsible for any excess transaction fees that may apply to your Account. Standard messaging/data rates apply.

Notices

We will notify you of any changes, fees, or other information about P2P Payments, if required by law. Notices required to be given by us under this Agreement or by law may be sent electronically or in writing and mailed to you at the mailing address that we have on file.

Indemnification

You agree to indemnify, defend, and hold us and our affiliates, officers, directors, employees, P2P Payments service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of P2P Payments.

Entire Agreement

This Agreement, as it may be amended from time to time, together with any other disclosures or documents provided to you about your P2P Payments service and Accounts, contains the entire agreement between you and supersedes any other or oral communications and previous agreements, if any, with regard to P2P Payments.

Governing Law

This Agreement shall be governed by and construed in accordance with all applicable federal laws and the By-laws of American National Bank & Trust as they now exist or may be hereafter amended.

Bill Pay Terms & Conditions

Introduction:

*This is your bill paying agreement with **American National Bank & Trust**.*

*You may use **American National Bank & Trust** bill paying service, to direct **American National Bank & Trust** to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account.*

SERVICE DEFINITIONS

"Service" means the Bill Payment Service offered by American National Bank & Trust

"Agreement" means these Terms and Conditions of the bill payment service.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;

The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;

You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,

Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

The Bill Paying Process

Single Payments – A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment’s processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the ANB&T, is currently 2:00 pm.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment’s processing date, the payment will be processed on the first business day following the designated processing date.

Recurring Payments – When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment’s “Pay Before” option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.

- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

Single and Recurring Payments

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees".

Liability

You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.

ANB&T is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.

ANB&T is not liable for any failure to make a bill payment if you fail to promptly notify ANB&T after you learn that you have not received credit from a "Payee" for a bill payment.

ANB&T is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the ANB&T's agent.

Amendment

ANB&T has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on ANB&T's records, by posting notice in branches of ANB&T, or as otherwise permitted by law.

PAYMENT SCHEDULING

Transactions begin processing four (4) Business Days prior to your Scheduled Payment Date.

Therefore, the application will not permit you to select a Scheduled Payment Date less than four (4) Business Days from the current date. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

THE SERVICE GUARANTEE

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as

long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment 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 the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee.

These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application.

There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared.

The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed.

If you desire to stop any payment that has already been processed, you must contact Customer Service.

Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so.

The Service may also require you to present your request in writing within fourteen (14) days.

The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

PROHIBITED PAYMENTS

Payments to Payees outside of the United States or its territories are prohibited through the Service.

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Payee - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

Activation - Upon activation of the electronic bill feature, the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account.

It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee.

The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly. Accuracy and dispute of electronic bill The Service is not responsible for the accuracy of your electronic bill(s).

The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals.

You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling 940-397-2300 during customer service hours.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the

statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 940-397-2300 during customer service hours;
2. Contact us by using the application's e-messaging feature; and/or Write us at:

American National Bank & Trust

2372 Midwestern Parkway

Wichita Falls, TX 76308

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears.

You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error.

If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or
6. If you give us your written permission.

SERVICE FEES AND ADDITIONAL CHARGES

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete.

Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information.

The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may contact customer service via one of the following:

1. Telephone us at 940-397-2300 during customer service hours; and/or
2. Write us at:

American National Bank & Trust
2372 Midwestern Parkway
Wichita Falls, TX 76308

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

PAYEE LIMITATION

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

RETURNED PAYMENTS

In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.

DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement.

You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

ASSIGNMENT

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law's provisions.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.