

Internet Banking Account Agreement

Agreement - This Agreement, which includes the Fee Schedule, is a contract establishing the rules which cover your electronic access to your accounts at The City National Bank of Colorado City through the Internet Banking System (IB). By using the IB system, you accept all terms and conditions of this Agreement. **Please read it carefully.**

Definitions - As used in this Agreement, the words "we," "our," "us" and "BANK" mean The City National Bank of Colorado City, Texas. "You" and "your" refer to the account holder authorized by us to use the IB System under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through System. "Account" or "accounts" means your accounts at BANK. "Electronic funds transfers" means ATM withdrawals, pre-authorized transactions, point of sale transactions and transfers to and from your BANK accounts using System including bill payments. "System Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business days" means Monday through Friday. Holidays are not included.

Access - To use the IB System, you must have at least one checking or savings account with us, access to Internet service and an email address. Once we have received your signed Enrollment Form and verified your account information, we will give you your assigned Login ID and temporary password. System can be used to access only the BANK accounts designated for access by System in your Enrollment Form. You can add or delete any of your BANK accounts from this Agreement by completing a new Enrollment Form. Access to your accounts through System will be based upon the identification of users and authority levels specified by you in your Enrollment Form. **We undertake no obligation to monitor transactions through the IB System to determine that they are made on behalf of the account holder.**

System Services - You can use System to check the balance of your accounts, view account histories, transfer funds between your accounts, order checks, make stop payment requests, change your address and pay bills from your account in the amounts and on the dates you request if you have requested the Bill Payment Service on your Enrollment Form. Balance and activity information are available as of 3:00 p.m. (Central Standard Time) of the previous business day.

System Bill Payment Service - SEE iPAY TERMS AND CONDITIONS.

Limits on Amounts and Frequency of System Transactions - The number of transfers from BANK accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts.

Hours of Access - You can use the System seven days a week, twenty-four hours a day, although occasionally some or all System services may not be available due to emergency or scheduled system maintenance.

Your Password - For security purposes, you are required to change your password upon your initial login. You determine what password you will use; the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three (3) unsuccessful attempts to use your password, your access to System will be revoked. To re-establish your authorization, you must contact us to have your password reset. We recommend that you create a password that utilizes both upper- and lower-case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children, and should be memorized rather than written down.

Security - You understand the importance of your role in preventing misuse of your accounts through the IB System, and you agree to promptly examine the paper statement for each of your accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information such as your driver's license and social security number. Your password and Login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via System is encrypted in an effort to provide transmission security. Notwithstanding our efforts to ensure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and can potentially be monitored and read by others. We cannot and do not warrant that all data transfers utilizing BANK SYSTEM, or email transmitted to and from us, will not be monitored or read by others.

Fees and Charges - You agree to pay the fees and charges as set forth in the current fee schedule for your use of System Services. You agree that all such fees and charges will be deducted from the deposit account designated as the "primary checking or savings account" on your Enrollment Form. If you close your primary account, you must contact us immediately to designate another account as your primary account. You agree to pay any additional reasonable charges for services you request not covered by this Agreement. You are also responsible for telephone and Internet service fees incurred in connection with your use of the IB System.

Your Right to Terminate - You may cancel your System service at any time by providing us with written notice by postal mail or fax. Your access to System will be suspended within 3 business days of our receipt of your instructions. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate - You agree that we can terminate or limit your access to System Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your bank accounts. System service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon 3 business day's notice, if you do not contact us to designate a Primary Account immediately after you close your Primary Account.
3. Upon reasonable notice, for any other reason in our sole discretion.

Communications between BANK and You - You can communicate with us in any of the following ways:

E-mail: customer.service@cnbccity.com

Telephone: (325) 728-5221

Facsimile: (325) 728-8333

Postal Mail: The City National Bank of Colorado City

PO Box 1031

Colorado City, TX 79512

In Person: 228 Elm Street

Colorado City, TX 79512