



**CYPRESS BANK, FSB  
INTERNET BANKING AGREEMENT AND  
DISCLOSURE**

**WHAT THIS AGREEMENT COVERS**

This agreement between you and Cypress Bank, FSB governs the use of Online Banking services and transfers outside of Cypress Bank. These services permit our customers to perform various banking activities on accounts linked to the services through the use of a personal computer.

**ACCEPTING THIS AGREEMENT**

When you or your authorized agent use any of the Online Banking services described in this agreement, you agree to the terms and conditions of the entire agreement.

**INTERNET BANKING SERVICES**

If we approve your application for the Internet Banking services, you may use your computer to access your account. The bank will make available the specific accounts that you designate and are entitled to. You will initially access your account with use of a bank-issued login name and password. Immediately upon your initial login, the system will require you to change your login name and password to a self-generated secret login and password. Any person having access to your login name and password will be able to access your accounts through the Internet Banking service.

The Internet Banking service is accessible seven (7) days a week, twenty-four (24) hours a day, except for reasonable periods from time to time for system maintenance. There may also be unscheduled down time, but we will work to minimize such interruptions in service. You agree that we are not liable for scheduled or unscheduled interruptions regarding the Internet Banking services.

In addition to the reasons set forth below, we may modify, suspend, or terminate access to your Internet Banking service at any time and for any reason without notice or refund of fees you have paid.

**TYPES OF TRANSACTIONS**

At the present time, you may use the Internet Banking service to access your accounts and perform the following functions:

- Transfer funds between certain bank accounts.
- Review account balance and transaction history for certain bank accounts.
- Communicate with us via our E-mail address: [info@cypressbanktx.com](mailto:info@cypressbanktx.com)

**SERVICE LIMITATIONS**

The following limitations on Internet Banking service transactions may apply in using the services listed previously.

**Transfers**

If your account is a Daily Investment Account (money market deposit account), federal law requires that an account holder may make no more than six (6) transfers and/or withdrawals during any one (1) statement cycle (the period from one statement to the next), to another of your accounts with us or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction.

No more than three (3) of the six (6) transfers may be made by check, draft, debit card, internet bill payment instruction, or similar order made by you and payable to third parties. If you exceed more than three (3) such transfers, we may not honor the item. A "preauthorized transfer" includes any arrangement by us to pay a third party from your account upon written or oral instruction (including an order received through an automated clearing house (ACH) or any arrangement by us to pay a third party from your account at a predetermined time or on a fixed schedule).

In accordance with federal law, if you have more than the allowable preauthorized transfers or preauthorized checks or drafts (for money market accounts) in any one period, your account may be subject to closure by us and the funds placed in another account that you are eligible to maintain, or we may take away the transfer and draft capabilities of the account. In addition to the above preauthorized transfers, you may make unlimited withdrawals (payments directly to you or transfers of funds from your account to any of your other deposit accounts or loan accounts with us), either in person at one of our locations, by mail, messenger, telephone (via check mailed to you), or use of an ATM card (if applicable).

Transfers from a savings account to another account or to a third party by means of a preauthorized automatic or telephone transfer are limited to three (3) per month. An excess withdrawal charge fee of \$2.00 will be charged for each debit transaction in excess of three (3) during a calendar month.

Federal regulations require us to retain the right to require you to give at least seven (7) days notice in writing prior to any intended withdrawal from a savings, negotiable order of withdrawal ("NOW"), or money market account. Although we usually pay withdrawals or checks without notice on these accounts, doing so does not mean that we give up this right.

You may transfer or withdraw up to the available balance in your account at the time of the transfer, except as limited under this agreement or your deposit or loan agreements.

No transfer may be made from an account that requires two or more signatures. We reserve the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a

required balance, or otherwise require us to increase our required reserve on the account.

Transfers to deposit account(s) are immediately reflected in the account balance online and at ATM's. In order for transferred funds to be available to pay items that are processed against your account overnight (i.e. checks, direct debits), they must be entered before the cut-off time of 6:00 p.m. CST to avoid possible NSF or overdraft fees. Please be sure to make your transfers before the cut-off time.

The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

We may not immediately receive e-mail communications that you send and we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. If you need to contact us immediately regarding an unauthorized transaction or stop payment request, you may call us at (903) 856-6653.

**BILL PAYMENT SERVICES**

In addition to the Online Banking feature previously discussed, you may also:

- Make one-time or recurring payments online from your linked checking account(s), and Daily Investment Account (Money Market) to companies or individuals (payee) you select.

**BILL PAYING AGREEMENT/DISCLOSURE**

The Classic Bill Pay-e™ service is free of charge as long as your account reflects at least one transaction on a monthly basis.

This is your bill paying agreement with Cypress Bank, FSB. You may use Cypress Bank's bill paying service, Classic Bill Pay-e™, to direct Cypress Bank 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 (the Account Rules).

"You" or "your" means each person who is authorized to use the service. "Payee" means anyone, including the financial institution, you designate and the financial institution accepts as a payee.

**HOW TO SET UP PAYEES/PAYMENTS**

Complete a bill paying enrollment form. IF YOU WANT TO ADD A NEW PAYEE, USE "SET UP ACCOUNTS/PAYEE" ON THE INTERNET OR SPEAK TO A SERVICE REPRESENTATIVE. You may add a new fixed payment to a Payee, only if the Payee is on your authorized list of payees, and by accessing the service and entering

the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service. The financial institution reserves the right to refuse the designation of a Payee for any reason. Each Payee accepted by the financial institution will be assigned a payee code. Although you may pay almost any payee you wish, there are several restrictions: 1) The merchant must be located in the United States; 2) Payments may not be remitted to tax authorities or government and collection agencies; 3) Payments may not be remitted to security companies such as Ameritrade for stock purchases or trade taxing authorities and 4) Court directed payments are unauthorized (alimony, child support, or other legal debts). You may also use this system to send payments to your son/daughter in college, pay your local orthodontist, credit cards, charitable donations, etc. A merchant is defined as anybody (company or individual) to whom you want to send money.

The financial institution is not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list.

### **ACCESSING THE SERVICE**

When you complete your bill paying enrollment form, you will select a USER ID and Personal Identification Number (PIN). The financial institution will make every effort to accommodate your request. Each time you access the service, you will be asked to enter your USER ID AND PIN. Correct responses will give you access to the service.

### **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 process 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 financial institution, is currently 2:00 pm CST. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process 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 process date is calculated for the next occurrence of the payment. If the calculated process 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 Backward" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.

\* If the recurring payment's "Pay Backward" option is not selected (or if the "Pay Backward" option is not available), the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process 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 process date, then the last calendar day of that month is used as the calculated process date.

For Single and Recurring Payments, YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, for each bill payment to reach the Payee. (For mid west subscribers, allow seven (7) days and for west coast subscribers, allow eight (8) days). Any bill payment can be changed or canceled, provided you access the Bill Pay Service prior to the cut-off time on the business day, prior to the business day the bill payment is going to be initiated. You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to the financial institution. The financial institution reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the account and the financial institution has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree the financial institution, at its option, may charge any of your accounts with the financial institution to cover such payment obligations. The financial institution reserves the right to change the cut-off time. You will receive notice if it changes.

### **LIABILITY**

You are solely responsible for controlling the safekeeping of, and access to, your Personal Identification Number (PIN). You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the financial institution and arrange to change your PIN. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. The financial institution is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. The financial institution is not liable for any failure to make a Bill Payment if you fail to promptly notify the financial institution after you learn that you have not received credit from a Payee for a Bill Payment. The financial institution 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 Financial Institution's agent. In any event, the financial institution will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this agreement or the service, even if the financial institution has knowledge of the possibility of them. The financial institution is not liable for any act, failure to act or delay in acting if it is caused, in

whole or in part, by any cause beyond the financial institution's reasonable control.

### **AMENDMENT AND TERMINATION**

The financial institution has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on the financial institution's records, by posting notice in branches of the financial institution, or as otherwise permitted by law.

The financial institution has the right to terminate this agreement at any time. You may terminate this agreement by written notice to the financial institution. The financial institution is not responsible for any fixed payment made before the financial institution has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the financial institution on your behalf.

### **FEES**

Monthly Fee Classic Bill Pay-e™	\$ 0.00
Inactivity Fee	\$ 4.20

Additional Charges for customer-requested Services and Other Items:  
These charges will only be assessed if you request one or more of the services listed here. There will be NO charge for any item if needed to correct a financial institution error.

Written correspondence to payee	\$10.00
Per proof of payment not necessitated by a dispute	\$10.00
Payments returned due to customer error	\$ 5.00
Overdraft fee	\$20.00

The financial institution reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.