



**CROSSROADS**  
— B A N K —

## **Online Banking Agreement**

This Online Banking Agreement explains the terms and conditions of our basic online banking services offered by Crossroads Bank, Yoakum and its branches. By using our on-line banking services, you agree to abide by the terms and conditions of this Agreement. Please read this agreement carefully and keep a copy for your records because it contains important information and guidelines for using our online services. Your banking services and each of your accounts are also governed by the applicable Disclosures, Rates and Fee Schedules provided by Crossroads Bank in your deposit and loan agreements given to you when your accounts were established.

### **Enrollment**

Each person must be enrolled in online banking to have access to his or her accounts. You must be at least 16 years of age to access online banking. The only accounts accessible to you are the accounts in which you have ownership (authorized signers, POA's or convenient signer do not apply). Do not share your user id and login with your spouse, significant other, or children especially if you have a DDA account and/or loan account that is owned by you only and wish this information not to be accessed by someone else other than yourself.

### **Charges**

As a user of this Service, you will not be charged a fee. For other charges applicable to your deposit account, refer to our schedule of fees.

### **Access to online services**

You are responsible for the selection, installation, maintenance and operation of your access devices and software. It is your responsibility to keep your browser, software and operating systems up-to-date

Once we have received your completed Internet banking Application and verified your account information we will contact you with instructions on how to get started using our online banking services. The bank will provide instructions on how to use online banking services. You will gain access to your online accounts through the use of your internet-enable access device, ISP(internet service provider), User ID and Password. You may access your online account 24 hours a day, 7 days a week; however, availability of services may be suspended for brief periods of time due to maintenance or other reasons beyond our control.

### **Online Business Day/Hours of Operation**

The Internet Banking Service is available 24 hours a day, seven days a week, except during maintenance periods. Transactions initiated before 4:00 P.M. CST on a business day are posted to your account the same day. Transactions initiated after that time on a business day, Saturday, Sunday or bank holiday, will post on the next business day.

## **Consumer Accounts**

Certain provisions of this Agreement apply only to Consumer Accounts. The consumer protection provisions of the federal Electronic Fund Transfer Act and Regulation E apply only to electronic fund transfers involving Consumer Accounts. Please refer to the Electronic Fund Transfer Disclosure and your Deposit Account Agreement for more information.

## **Business (Non-consumer) Accounts**

If your Accounts are owned by an entity other than a natural person or were established primarily for business, commercial or agricultural purposes, then any Online Banking electronic fund transfer will be considered an "authorized use," and your liability for any Online Banking transaction relating to that Account will be unlimited, notwithstanding the provisions of the Electronic Fund Transfer Act, Regulation E, or any standardized literature or disclosures we may send you.

## **Online Functions**

By accessing the online banking, you may use the following functions:

- Transfer funds between eligible accounts
- Obtain balance information on eligible accounts
- Obtain other services or perform other transactions that we allow.
- Review transactions on eligible accounts
- Online bill payment(s)
- Obtain e-statements
- Order checks
- Request stop payments
- Set up alerts and notifications
- Request Wire transfers
- ACH Activities — Separate Enrollment and Agreement Required
- Cash Management Functions — Separate Enrollment and Agreement Required

## **Online Transfers**

You may use these services to transfer funds between your eligible accounts (internal transfers only). If you submit a transfer request prior to 4:00 PM on regular business days, your transfers will take place on the same business day. Transfers requests after 4:00 pm on business days and all transactions requested on weekends and bank holidays will be processed on the bank's next business day. You must have sufficient funds available in the selected account at the time the transfer is received. Federal regulations require us to limit how many withdrawals may be made

from a savings account or a money market account. Each transfer we receive from one of these accounts using online banking and or mobile banking is counted as one of your limited transactions permitted each monthly statement cycle. If you exceed these transactional limits, you may be subject to fees or account conversion which was outlined in your account disclosures when your account was opened.

## **Statements**

Electronic statements are made available to you as long as you have enrolled to receive E-statements via online banking. Refer to the E-Statement agreements and terms at the time when you enrolled for electronic delivery of your statements.

## **Wire Transfers Online**

By completing and confirming an online wire form, you confirm the information provided and authorize the bank to execute as your agent the online wire transfer request. You are also authorizing the bank to debit your (checking or savings) account number for the wire plus the applicable wire transfer charge of \$15.00. You further agree that said wire may be made by the bank through its ordinary or customary channels, and that the bank is hereby absolved from any and all liabilities for loss arising from any cause beyond its control including but not limited to (a) the act, failure of neglect of any agent or correspondent selected by the bank, (b) any delay, error, or omission of any mail, telegraph, cable, or wireless operator, or (c) the acts or edicts of any government or regulatory authority. The bank shall be under no obligation to obtain a receipt from the recipient. The bank shall not be liable to make any refund prior to receipt of funds from the correspondent or agent engaged by the bank to effect said wire.

## **Electronic Notices**

Electronic notices are made available to you as long as you have enrolled to receive E-Statement/E-Notices via online banking.

## **Password and Security**

You will be required to change your password the first time you log into the online banking System. Your password should never be words that can be found in the dictionary or numbers that can be found on other personal documents. Your password will be case sensitive, must contain at least 8 characters and have characters from EACH of the following groups:

- Letters
- Numerals
- Symbols, the following are allowed (!@#\$%^&\*?+=~. \_)

You will be required to change your password periodically to enhance security. If you forget your password please contact us at 1-800-947-8382 to have a new temporary password issued. Please safeguard your password and do not, under any circumstances, release it to anyone. If you enter your password incorrectly after three attempts, you will need to contact us to reset your password.

If you believe that your User ID or password has been lost, stolen, compromised, or that someone may attempt to use the services without your consent or has transferred money without your consent or suspect any fraudulent activity, call the bank immediately at 1-800-947-8382. Calling us is the best way of minimizing your losses and liability.

Along with changing your password you will be asked to answer a few secondary security questions. Randomly, when you log into the internet banking website, you will be asked to answer some of these secondary security questions.

### **Liability for Transactions**

You are liable for all transactions made or authorized using your password. Do not, under any circumstances, disclose your password to anyone claiming to represent Crossroads Bank, Yoakum or any of its branches. Crossroads Bank employees do not need and should not ask for your password. Do not disclose your password to anyone. If, despite the Bank's advice, you give your password to anyone, you do so at your own risk. Anyone with access to your online banking password or other means of account access will have full access to your accounts, even if the other person exceeds the authority you intended or agreed upon. Should you believe your password has been compromised, please request that it be changed immediately by contacting our office.

You hereby agree to release Crossroads Bank, Yoakum and its branch offices from any liability and agree not to make any claim or bring any action against us for striving to carry out the requests made through the online banking system under your password. You also agree to indemnify Crossroads Bank and hold it harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from any such claims or actions.

Crossroads Bank, Yoakum is entitled to act on instructions received through Online Banking under your password and without inquiring into the identity of the person using the password. Crossroads Bank, Yoakum, has no responsibility for establishing the identity of any person using your password.

### **Liability**

If a transfer to or from your account is not completed on time or in the correct amount, according to our agreement with you, we may be liable for a portion of your losses or damages. However, the following exceptions apply:

- If, through no fault of the bank, you do not have enough money in your account to make a funds transfer;
- If the money in your account is subject to any holds that would prevent transfers from occurring;
- If your funds are subject to be a legal proceeding or other encumbrance restricting a funds transfer;
- If you believe someone has accessed your account without your permission and you fail to notify us immediately;

- If we receive incomplete or inaccurate information from you or a third party involving the account or transfer;
- If the Internet Banking System was not working when you started the transfer;
- If circumstances beyond our control (such as fire, flood, power outage or systems failure) prevent the transfer, despite reasonable precautions that we have taken.

## **MOBILE BANKING SERVICE**

### **User Responsibility**

Mobile banking is comprised of access to certain information regarding your account and the ability to conduct certain transactions through your mobile device's internet browser, through a downloadable application. Crossroads Bank offers mobile banking as an added convenience to our customers. It is not intended to replace your access to or replace the full functionality of your computer access for managing your accounts with us. To enroll in mobile banking, you must be enrolled in Online banking. To access mobile banking through an application on your mobile phone or device, you will need to search for Crossroads Bank, Yoakum, Texas and download the mobile application at either the Google© Play or the Apple© Store. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using mobile banking. You agree not to leave your device unattended while you are logged into an active session and to log off as soon as possible at the completion of your access to your accounts. You agree to inform us of any changes in your phone number, loss of your mobile device (no longer in your possession or control) and any other change that might affect providing this mobile service to you. It is your responsibility to notify us if you suspect unauthorized use of your User ID or password. You are responsible for keeping your user ID and passwords confidential and logging out of your account after each session to prevent unauthorized use of your information. If you permit other persons to use your device, login information or other means to access mobile banking, you are responsible for any transactions they authorize and we will not be liable for any damage resulting to you. We make no guarantees that the content or the use of mobile banking is available outside the United States. Accessing mobile banking outside the United States is at your own risk. You acknowledge and agree that mobile access devices are susceptible to viruses, spy ware, worms, malware, Trojan horses and other unauthorized programs or software. You are solely responsible for taking appropriate measures to adequately protect your mobile device from such harm of these viruses which may result in lost or stolen data, damage to programs, file or graphics, lose the ability to operate your device or other issues. We are not responsible or liable for any direct, incidental damage as a result of such viruses detected or present on your mobile device nor from any incident or circumstance in which sensitive or confidential information is accessed through mobile banking in an unauthorized manner by such viruses at any point or from any source. It is recommended by the bank that you disable Bluetooth when your mobile phone is not in use. If your phone is lost or stolen the bank recommends you cancel your mobile phone service. Always be responsible and download mobile applications only from trusted sources.

### **Mobile devices**

Mobile banking is not available through all devices. The selection of your device that will enable you to access mobile banking is your sole responsibility and all issues relating to the operation, performance, and costs associated with such device is between you and your communications service provider. Your communications service provider may impose extra fees in order to make such device data capable and to exchange data between your device and mobile banking(ex. Text messaging). You are responsible for any and all charges imposed by your mobile device provider.

## **Mobile Wallet**

If you want to add a Payment Card to the Wallet, you must follow the procedures adopted by the Wallet Provider and any further procedures we adopt. You understand that not all Payment Cards are eligible to be added to the Wallet. We may not add a Payment Card to the Wallet if we cannot authenticate the Payment Card or if we otherwise suspect that there may be fraud associated with the Payment Card. The Wallet allows you to make purchases using an added Payment Card wherever the Wallet is accepted. The Wallet may not be accepted outside of the United States or at all places where your Payment Card is accepted

You agree to protect and keep confidential your User ID, passwords, and all other information required for you to make purchases with your Payment Card using the Wallet. If you share these credentials with others, they may be able to access your Wallet and make purchases with your Payment Card or obtain your personal information. Your Account Agreement requires you to contact us promptly if you believe there are errors or if you suspect fraud with your Payment Card. We will resolve any potential error or fraudulent purchase in accordance with the Account Agreement. We will not be liable for any losses you incur except as specifically described in the Account Agreement or as otherwise provided by law.

We can block you from adding an otherwise eligible Payment Card to the Wallet, suspend your ability to use a Payment Card to make purchases using the Wallet, or cancel entirely your ability to continue to use a Payment Card in the Wallet. We may take these actions at any time and for any reason, such as if we suspect fraud with your Payment Card, if you have an overdue or negative balance on your Payment Card account.

The Wallet Provider is responsible for the security of information provided to it or stored in the Wallet. We are not responsible if there is a security breach affecting any information stored in the Wallet or sent from the Wallet.

We do not charge you any fees for adding a Payment Card to the Wallet.

You may be required to further authenticate yourself when adding your card to the mobile wallet by receiving a One Time Passcode via email or text message. The Crossroads Bank One Time Passcode program will manage sending the pass code. If you select to receive the passcode via text message, then message and data rates may apply from your carrier.

## **Mobile Deposit Capture**

This Online Banking Agreement between you and Crossroads Bank sets forth the terms and conditions which includes Mobile Deposit Capture Service (the "Service"). You will be required to agree to an addendum to this online banking agreement which allows you to deposit certain checks into certain deposit accounts that are eligible to receive mobile deposits using a software application installed on your supported mobile device. The service is designed to allow you to submit check deposits to your checking, money market checking or savings accounts from your compatible camera-enabled mobile device (i.e. smartphone, tablet etc.) capable of capturing check images and information and electronically delivering the items and associated deposit information to the bank or the bank's designated processor. The device must capture an image of the front and back of each check to be deposited in accordance with the Procedures; must read and capture the magnetic ink character recognition ("MICR") line on each check; and must read and capture all such other data and information as is required by the bank's Agreement or Federal Reserve regulations for the processing of these checks for payment.

### **For Interbank (External) Transfers**

Transfers between account(s) with Crossroads Bank and account(s) at other financial institutions (foreign account) are accomplished through an automated clearing house (ACH) debit against the account funds are being transferred from and an ACH credit to the account funds are being transferred to. In order to be accessible by ONLINE BANKING, accounts maintained at other financial institutions must be either a checking or a savings account or loan account and must be your accounts. You must provide the name of the institution, the routing-transit number, as well as the account number.

To ensure your security, before you add an outside account for external transfers, originate a new external transfer, edit an existing periodic external transfer, or change your phone number through online banking, you may be required to authenticate who you are, using a method of authentication you select. A small dollar transaction will be initiated to the foreign account for verification and you will receive a Bank Mail alert message when completed. The dollar values must be entered in the verify external transfer account screen to open the transfer relationship. If the test transaction fails or is rejected, for security purposes Crossroads Bank may decline your external transfer request(s) and any or all other transactions, and may close your account, with or without notice.

Funds from Interbank Transfers will be available for withdrawal in accordance with the funds availability policy of the institution(s) holding the account that received the funds. External transfer credits to your Crossroads Bank account will be available no later than the business day after we receive finally collected funds - funds are generally finally collected by the third business day after the day of your transfer.

Interbank Transfers can be scheduled, changed and deleted up until 4:00 PM CST on the business day of the scheduled initiation date.

External Transfers scheduled to process on weekends or holidays will be rescheduled for the next processing date and a message is displayed alerting you to this change. Additionally, transfers scheduled for the 29th, 30th, or 31st of the month are interpreted as month end and

will be processed on the last day of the month. A message is displayed alerting you to this change.

A fee may be charged for external transfers. Please consult our Personal Fee Schedule for applicable fees. Fees are subject to change from time to time upon notice as may be required by law.

Each time you initiate an Interbank Transfer of funds with ONLINE BANKING, you authorize Crossroads Bank and our service provider to initiate deposits and/or withdrawals to/from your Crossroads Bank account and each foreign account you own that you register with us. Each time you initiate an Interbank Transfer of funds with ONLINE BANKING, you represent and warrant that you have all necessary right, power and authority to debit and credit the foreign account, and that all information you have provided to register the foreign account with us is complete and accurate. You agree that each such ACH transaction you initiate complies with all applicable laws and the Operating Rules and Guidelines of the National Automated Clearing House Association (NACHA). You request the financial institution that holds your foreign account to honor all Interbank Transfers of funds initiated with ONLINE BANKING.

Should an incorrect amount be withdrawn from or deposited to your foreign account(s) or your Crossroads Bank account(s), you authorize Crossroads Bank to correct the error by debiting/crediting your foreign account(s) or your Crossroads Bank account(s).

The Bank has established limits on the amount of funds that can be transferred for Interbank Transfers. The Bank reserves the right to change Interbank (External) Transfer dollar limits at any time. If the Bank decreases the dollar limit, the Bank will notify you as required by law, but the Bank may restrict your transfer limits for security purposes or because of excessive overdrafts on your account.

### **Online bill payment service**

If you apply and are approved for this service, payments may be made only from a checking account with Crossroads Bank, Yoakum. If you link more than one account to the service, you must specify which account you want to use to make payments. You may not initiate payments from a checking account that requires more than one signature or from a Money Market account or Certificate of Deposit. We are not responsible if you attempt to do so. Please read carefully the agreement for online bill payment service provided by iPay (BillPay-e Plus™) as it contains important information and guidelines for using this service. The terms and conditions for this service are located on the home page of iPay once you are logged in.

### **Data Recording**

You agree that we may record electronic messages you enter in the online system.

### **Electronic Mail (E-Mail)**

You can send us electronic mail (E-mail); however, we may not receive it immediately. You should not rely on email if you need to communicate with us immediately (e.g., Report



unauthorized transactions on account or debit card). If you need to contact us immediately, you should contact us at 1-800-947-8382. E-mail may not be used to initiate transactions on your accounts. We require a reasonable time to act upon any email request, and reserve the right to refuse any instruction or request received by email (e.g. wire transfer request). General email transmissions ARE NOT SECURE. We advise you not to send us or ask for sensitive information such as account numbers, social security numbers, passwords, etc. via email. If you choose to contact us electronically, please use the secure "email" that is provided through our secure online banking site. You agree that email or other communications viewed or transmitted between you and the bank through our secure, online banking shall be treated as "in writing" and shall bind each of us in the same way as written communications. You agree usage of your User ID and password to access online banking through our website in connection with a communication that you send to us shall be treated as your signature.

### **Stop Payments on-line**

You must make any stop payment in the manner required by law and we must receive it in time to give us reasonable time to act on it before our bank cut off time. When you place a stop payment, our online form will tell you what information we need to stop a payment. This information must be EXACT since most stop payments are handled electronically by computers. If your information is not exact, your order will not be effective and we will not be responsible for failure to stop payment. You may place a stop payment on any payment other than ATM withdrawals and POS (Point of Sale) transactions. A release of a stop payment request may be made only by the person that initiated the stop payment or a joint owner on the account. Additional limitations on stop payments were provided to you at the time of account opening.

### **Indemnification**

You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceedings and any expenses related to an online banking or bill payment account or use of online banking services.

### **Virus Protection**

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

### **Links to Other Sites**

Our website may contain links to other websites and they are solely provided to you as an additional convenience. You understand and acknowledge by clicking and activating such links you will leave our website and go to another website and that we do not screen, review or approve or endorse any content or information contained in these linked websites. We are not responsible for the performance of those sites or for your business dealings with them. We are not liable for any failure of products and services advertised on those sites. Please use caution when using linked websites, as they may be less secure than the Bank's website.

## **Electronic Messaging and Notices**

General inquiries concerning maintenance and other issues should be directed to our bank. See the "Contact Us" link on the Crossroads Bank's home page. You should not use this form or regular e-mail to initiate banking transactions or give personal identifying information.

## **Disclosure of Account Information to Third Parties**

We will disclose information to third parties about your account or the transfers you make:

- To complete transfers as necessary;
- In order to verify the existence and condition of your account upon the request of a third party, such as a credit union or merchant; or
- In order to comply with a government agency or court orders; or
- If you give us your written permission.

## **Liability for Unauthorized Transfers --CONSUMER ACCOUNTS ONLY**

In case of errors or questions about your electronic transfers. Telephone us at 361-293-3572 or 800-947-8382, write us at Crossroads Bank, 406 W Grand Ave. P.O. Box 778, Yoakum, TX 77995 or email us at [www.crbanktx.com](http://www.crbanktx.com) as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on your statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days 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 ten (10) business days, we may not credit your account. If a notice of error involves an electronic fund transfer on a new account that occurred within (30) days after the first deposit to the account was made, point of sale (POS) debit card transactions, or foreign initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## Termination of Online Services

We may immediately terminate any or all of the online services without notice to you under the following circumstances:

- Failure to pay any applicable fees for use of services;
- Failure to comply with the agreement governing your deposit or loan accounts or
- Your accounts are not maintained in good standing.

If you want to terminate this agreement, you must notify the bank and provide us your name, address, any verifying information to prove your identity and the service you are discontinuing and the desired date of termination. You may terminate a service by one of the following methods:

- In writing to Crossroads Bank, Yoakum, PO Box 772, Yoakum, TX 77995
- Calling us at 1-800-947-8382 or calling one of our branch locations or
- Visiting us at one of our banking locations.

Your services may become inactive if you do not sign on or have any transactions being performed through our online services during any 120-day period. If your account is considered inactive or dormant, you may be required to contact us to have the services activated before you will be able to schedule any future transactions through the online services. If your account is closed or restricted for any reason, online banking accessibility will automatically terminate and will have no access to previous information or e-statements if you were receiving them electronically. Indicate your acceptance of this agreement using the buttons below to proceed with the enrollment process. I Agree I Do NOT Agree

Indicate your acceptance of this agreement using the buttons below to proceed with the enrollment process.

I Agree I Do NOT Agree