

FNB OXFORD CONSUMER E- BANKING AGREEMENT AND DISCLOSURE

Effect Date: November 20, 2017

E-BANKING SERVICE AGREEMENT

The E-Banking Agreement and Disclosure states the terms and conditions that you agree to by using our E-Banking service. This agreement supplements the FNB Oxford Bank ("FNB") Deposit Account Agreement and Disclosures and any other agreement between you and FNB.

The terms "you" and "your" refer to any person subscribing to the E-Banking Service. The terms "We", "us", "our", and "Bank" refer to FNB. The term E-Banking refers to our service that allows you to access your FNB Oxford accounts and perform transactions via your mobile phone or computer with web browsing/Internet capabilities.

By accessing the E-Banking service and/or performing Bill Pay Service transactions, you agree to the following terms governing your and our rights and responsibilities concerning the E-Banking electronic funds transfer services. Electronic funds transfers ("EFTs") are electronically initiated transactions through E-Banking and Bill Pay involving your deposit accounts.

Please read this entire Agreement prior to using FNB's E-Banking Service. By using E-Banking, you acknowledge your receipt and understanding of this disclosure and agree to all terms and conditions of this agreement.

- **Account Eligibility and Enrollment.** E-Banking is accessible seven (7) days a week, 24 hours a day. However, the system may be temporarily unavailable from time to time for maintenance. You may use E- Banking to:
 - View your Checking, Savings, CD and Loan account balances
 - Review current business day transactions
 - Review transaction history
 - Transfer funds to and from your savings, checking, and Money Market accounts.
 - Transfer funds from a Home Equity line of credit to a deposit account
 - Place stop payment on check
 - Change address or phone number
 - Make mobile deposits
 - Review checking account statements for the prior 24 months
 - Make payments from your checking account by using the Bill Pay Service

- **Relation to Other Agreements.** Your use of E-Banking services may also be affected by the agreements between us for your deposit and other linked accounts. When you link an account to E-Banking services, you do not change the agreements you already have with us for that account. For example, when you use E-Banking services to access a deposit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the deposit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions which might impact your use of an account with E-Banking services.

FNB may, periodically, introduce new E-Banking services. By using the new services when they become available, you agree to be bound by the terms and conditions concerning these services.

- **Equipment and Software.** FNB does not guarantee that your mobile phone/mobile phone service plan will be compatible with our E-Banking service. You are responsible for understanding the operation and maintenance of your mobile phone. FNB is not responsible for any errors or problems related to your mobile phone, mobile provider, or mobile internet access. Nor are we responsible for any fees assessed by your telephone company, internet service provider, or any other outside party.

Mobile phones with internet capabilities are susceptible to viruses. Customers are responsible for making sure that the mobile phone they are using to access Mobile Banking is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as "viruses" or "malware"), which could result in damage to programs, files, and/or your phone could result in information being intercepted by a third party. FNB will not be responsible or liable for any indirect, incidental, special or consequential damages that may result from such harmful components being present on the mobile phone, nor will FNB be responsible or liable if sensitive information accessed via our E-Banking service is intercepted by a third party due to any of the above named "malware" residing or being contracted by the customer's mobile phone at any point or from any source.

Your computer system requirements:

In order for you to access and retain records in connection with E-Banking Services from a computer, your system must meet the following requirements:

- A current web browser Microsoft Internet Explorer/Edge, Google Chrome, Apple Safari, etc.
- Access to a printer, or the ability to download information in order to keep copies for your records.
- Adobe Acrobat Reader– required to view account statement and check images. A free version is available at <https://acrobat.adobe.com/us/en/acrobat/pdf-reader.html>.

To print or download disclosures you must have a printer connected to your PC or sufficient hard-drive space to save the disclosure.

We are not responsible for errors or delays or your inability to access the service caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the services nor are we responsible, under any circumstances, for any damage to your equipment or the data resident therein.

- **Mail and Telephone Communications.** You may visit FNB at your normal banking location. We strongly discourage you from sending confidential account information to FNB via unsecured email. However, once you have logged into E-Banking Services you can send a secure message by clicking the message system link. For telephone and mail communications, please use the following:

Mail and Telephone
FNB Oxford Bank Attention: Customer Service 101 Courthouse Square PO Box 847 Oxford, MS Phone: (662) 234-2821

- **E- Banking Service Limitations.** Transactions conducted via E-Banking are subject to all withdrawal and transfer limitations and excess activity charges described in the FNB Deposit Account Agreements Disclosures. Additionally, the following limitations on E-Banking transactions may apply:
 - **Transfers.** You may make transfers to your other accounts as often as you like. Transfers from a Savings, or Money Market account to another account or to third parties by preauthorized, automatic, telephone or computer transfer are limited to six per month. You may transfer up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. FNB reserves 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. FNB may set other limits on the amount of any transaction and you will be notified of those limits.

Summary – Transfers
You are limited to 6 transfers per month from a Savings, Money Market or Cash Management account to another account or third party

- **Processing of Transfer Request.** Transfers you submit from an account (Checking, Savings, Money Market, or Home Equity Line of Credit) are immediately reflected in your balances for that account. Transfers entered before the cut-off time of 5:00 PM on a bank business day are processed on that bank business day. Transfers entered after the cut-off time or on a bank holiday are processed on the next bank business day. All transfers are reflected on your statement with the calendar day they were processed.
- **Cut-off times for Crediting of Transfers.** The crediting of funds depends on the type of account you are transferring to and the daily cut-off time. E-Banking transfers to deposit accounts are immediately reflected in the account balance online and at ATMs. 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 5:00 PM. To avoid possible insufficient funds or overdraft fees, please be sure to submit your transfers before the cut-off time.

Funds transferred as a payment to a Home Equity line of credit, installment loan or real estate loan before the cut-off time of 5:00 PM will be credited with the date the payment is made. To ensure crediting of payments for the same calendar day, please be sure to submit your transfers before the cut-off time.

- **Account Information.** 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 any deposit transactions and our Funds Availability Policy.
- **Stop Payment.** You must make any stop payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop payment cutoff time, which is 4:30 PM Monday – Thursday and by 5:00 PM on Friday for an E-Banking based Stop Payment Order. A stop payment order cannot be placed on Point-of-Sale (POS), Automated Teller Machine (ATM) or Automated Clearing House (ACH) transactions. To be effective, your stop payment order must precisely identify the check number, date, amount of the item and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop payment request may be made only by the person who initiated the stop payment order.

Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

Summary – Transactions and Cut-off Times	
Transfer Requests	Transfers entered before 5:00 PM will be processed that day. Transfers entered after 5:00 PM will be processed the next bank business day.
Stop Payments	Stop payments must be made by 4:30 PM Monday – Thursday and by 5:00 PM on Friday

- **Bill Pay Service Payments.**

How to Set Up Merchants/Payments

When you sign onto the bill pay system you will establish your list of Merchants by selecting the Add button on the Set up Accounts and Payee screen. You may add a new fixed payment for any Merchant but only if they are on your authorized list of payees. If the Merchant is not set up for electronic payments, the service will generate a paper check for payment. The check will carry your account number and will clear directly through your account. A unique check number will appear on your statement for easy recognition. FNB reserves the right to refuse the designation of a Merchant for any reason. We are not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant or if you attempt to pay a Merchant that is not on your Authorized Payee list.

The Bill Paying Process

We will process variable payments on the business day (generally Monday through Friday, except holidays) you designate the bill is to be processed, provided the payment request is received prior to the cut-off time set by us, which is currently 3:00 PM CST. Variable bill requests received after the business day cut off time, or at any time on a non-business day will be processed on the next business day. The Financial Institution reserves its right to change the cut-off time by giving you notice if it changes.

You must allow at least five (5) business days, prior to the due date, for each bill payment (recurring or variable) to reach the Merchant (It is the responsibility of the subscriber to schedule/activate recurring payments). Due to circumstances beyond our control, some Merchants take longer to post payments than others. We suggest sending your first payment eight (8) business days in advance of the Due Date. After your first payment has posted you will have a better understanding of how much time to allow for each Merchant.

You should select a Payment Date that is prior to any late date or grace period. If your actual Due Date falls on a non-business day you must select a Payment Date that is at least one business day before the actual Due Date.

When you have scheduled a payment, you authorize us to debit your Payment Account and remit funds on your behalf. You certify that your Payment Account is an account from which you are authorized to make payments and any payment you make will be debited from this account. You also authorize the credit of returned payments from using the Bill Pay Service.

The Bill Pay Service will incur no liability and a Service Guarantee shall be void if the Bill Pay Service is unable to complete any payments initiated because of any of the following:

1. You have not provided the Bill Pay Service with the correct payment account information, or the correct name, address, phone number, or account information for the Merchant upon initiation of the payment; and/or,

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

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

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 us. We reserve 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 we have not exercised our right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree that we, at our option, may charge any of your accounts with us to cover such payment obligations.

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

Any Bill Payment can be changed or canceled, provided you access the Service prior to the cut-off time on the business day prior to the business day the Bill Payment is going to be initiated.

Returned Payments

In using the Service, you understand that the Service and/or the United States Postal Service may return payments for various reasons, such as, but not limited to, the Service account number is not valid; the Service 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, or void the payment and credit your Payment Account. You may receive notification from the Service.

Fees

The Bill Pay Service is free which includes the first 15 payments per month. Additional payments over 15 are \$0.85 per payment.

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 Bank error.

- \$1.00 – Next Day Electronic Payments
- \$5.00 – Same Day Electronic Payments
- \$30.00 – Overnight Mail Paper Draft Payments
- \$30.00 - Return Check due to Nonsufficient Funds
- \$30.00 - Return for any other reason
- \$30.00 - Return ACH due to Nonsufficient Funds
- \$30.00 - Stop Payments (per item)
- \$25.00 - Proof of Payment
- \$25.00 - Claims Research by Provider
- \$25.00 - Archive Retrieval Request

We reserve 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.

Some 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.

- **Security of Login Information.** You are responsible for keeping your login information private. This login information is confidential and should not be disclosed to third parties or recorded. You agree not to disclose or otherwise make your login information available to anyone not authorized by you to sign on your accounts. If you authorize anyone to use your login information, you understand that person may use the E-Banking service to review all of your account information and perform account transactions. Therefore, we are entitled to act on transaction instructions received using your login information, and you agree that the use of your login information will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your login information that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying FNB and change login information. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your login information is changed. If you fail to maintain or change the security of your login information, and FNB suffers a loss, we may terminate your electronic funds transfer and account services immediately.

- **Email and System Protection.** Identity theft and account hijacking are a focus of information security protection. FNB recommends protecting yourself and your information by following these suggestions, among others:
 - Do not send any confidential information via email – including social security numbers, Access IDs, Passwords, account numbers, etc.
 - FNB will never ask for your password through an email
 - Install virus protection on your computer and update it on a regular basis
 - Do not use public computers to access E-Banking and other secure transaction sites
 - Avoid using unsecured wireless connections when accessing E-Banking and other secure transaction sites
- **Customer Liability Applicable Only to Consumer and Sole Proprietor Accounts.** You are responsible for all transfers you authorize using the E-Banking Service under this Agreement. If you permit other persons to use your login information, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your login information and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For E-Banking transactions, your maximum liability for unauthorized use may be up to \$50. If your statement shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods. This applies only to electronic fund transfers that debit or credit your checking or savings accounts and are subject to the Federal Reserve Board’s Regulation E. We may, when applicable, rely on any exceptions to the provisions in this section that are contained in Regulation E.

Summary – Customer Liability Applicable Only to Consumer and Sole Proprietor Accounts
You are responsible for all transfers you authorize using E- Banking.
You are responsible for any transactions conducted using E- Banking by persons you have permitted to use your login information
You are responsible for a maximum liability of up to \$50 for any unauthorized use of E- Banking
You are responsible to tell FNB within 60 days after your statement was generated or postmarked if there were fraudulent E-Banking transactions or you may be liable for the full amount.

Business Days. Our Business days are Monday through Friday. Bank holidays are not included.

- **Fees and Charges.** There is no fee for using FNB E-Banking; however all other fees associated with your accounts apply. From time to time, the charges may be changed. We will notify you of any changes as required by law. Standard text messaging rates and other taxes and additional fees from your mobile phone service provider may apply when using E-Banking. Check with your mobile phone service provider for more information on fees.
- **Transaction Documentation and statements.** Transfers and withdrawals transacted through E-Banking will be recorded on your periodic statement. You will receive a statement monthly. For Electronic Statements (eStatements) you will receive an email notification that your statement is ready for review through E-Banking. Simply log in to E-Banking to review and retrieve your eStatement.
- **Account Information Disclosure.** FNB will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our web site at <https://www.fnboxford.com>. However, we will disclose information to third parties about your account or the transfers you make in the following limited circumstances:

- When it's necessary for completing transfers or bill payments, or to investigate or resolve a problem related to a transfer or payment.
 - To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
 - To comply with a government agency, court order or the request of a federal regulator; or
 - If you give us your written permission.
- **Limitation of Liability for E-Banking Services.** 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, we may be liable for your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error and in no case will we be liable for any indirect, special, incidental, or consequential damages. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. FNB will not be liable for the following:
- If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would exceed the credit limit on your line of credit, if applicable.
 - If your mobile phone or computer fails or malfunctions, or the mobile phone Internet service, or FNB computer system was not properly working and such problem should have been apparent when you attempted such transaction.
 - If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
 - If the funds in your account are subject to an administrative hold, legal process or other claim.
 - If you have not given FNB complete, correct and current instructions so FNB can process a transfer.
 - If, through no fault of ours, a Bill Pay transaction or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
 - If the error was caused by a system beyond FNB's control such as telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by FNB.
 - If there are other exceptions as established by FNB.
- **Termination of E-Banking Services.** We reserve the right to terminate the E-Banking Service, in whole or in part, at any time with or without cause and without prior written notice. In the event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and any other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your login information as an indication of an attempted security breach. Termination of the Services does not affect your obligations under this agreement with respect to occurrences before termination. In addition, we reserve the right to terminate the service if you fail to use the service for more than six months.

You can terminate this Agreement by notifying us in writing or by telephone. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. This cancellation applies to your E- Banking services and does not terminate any of your other accounts with FNB.

- **Notices.** FNB reserves the right to change the terms and conditions upon which this service is offered. FNB will notify you at least thirty (30) days before the effective date of any change, as required by law. Any change in terms will also be published on-line.

Summary – E-Banking Notices

You will be notified at least 30 days before the effective date of any change to the terms and conditions of E-Banking
--

- **Error Resolution Notice Applicable Only to Consumer and Sole Proprietor Accounts.** In case of errors or questions about your electronic transfers, call (662) 234-2821 or write to FNB Oxford Bank, P.O. 847, Oxford, MS 38655, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 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 questions in writing within 10 business days. We will determine whether an error occurred within 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 45 days to investigate your complaint or questions. If we decide to do this, we will credit your account within

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 10 business days, we may not credit your account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. If you had received a credit to your account, we will provide a notice of the date and amount of the debiting of the account. Also, we will notify you that we will honor (without charge as a result of an overdraft) checks, drafts, or similar instruments payable to third parties and any preauthorized transfers from the account for 5 business days after the notice is sent. However, we will honor only those items that we would have paid if the provisional credits had not been debited to the account.

You may ask for copies of the documents that we used in our investigation by sending a written request.

Summary – Error Resolution Notice Applicable Only to Consumer and Sole Proprietor Accounts
We must hear from you no later than 60 days after we sent the FIRST statement on which a problem or error appeared
We may require that your complaint or questions are submitted in writing within 10 business days of the discovery of the problem or error
We will investigate the problem or error within 10 business days, and may take up to 45 days to complete the investigation if necessary
We will provide you with the results within 3 business days of completing the investigation
We will provide you with provisional credit within 10 business days for the amount in question
If you do not submit the complaint or question in writing, provisional credit may not be provided