

Online Access Agreement and Disclosure



WOODHAVEN BANK
Mansfield Community Bank
Woodhaven Bank, Rhome Branch
Ridglea Bank
Woodhaven Bank Northeast
Woodhaven Bank Fossil Creek
Mercantile Bank

CONSUMER

ONLINE BANKING AGREEMENT

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Introduction

This Consumer Internet Banking Service Agreement and Disclosure (the "Agreement") for accessing your accounts via Woodhaven Bank (WB) **Net24** Internet Banking, explains the terms and conditions governing banking services now or hereafter offered to customers by Woodhaven Bank. This Agreement will become effective when you are issued a password for WB Internet Banking. You agree to accept this disclosure and to abide by the terms and conditions of this Agreement, as amended from time to time. This Agreement will be governed by and interpreted in accordance with all applicable federal and State of Texas laws and regulations. The applicable account disclosure statement also governs each of your accounts at the Bank.

Definitions

The terms "we," "us," "our," and "Bank" refer to Woodhaven Bank. "You" refers to each signer and/or user on an account.

The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal banking holidays.

Accessing Your Bank Accounts through Internet Banking

Requirements

To access your accounts through Internet Banking, you must have an Internet browser, an eligible bank account (see list below) and an online password.

Eligible Accounts

The following accounts are eligible for access through Internet Banking:

Checking	Savings	Certificate of Deposits
Money Market Accounts	Loans	

NOTE: *You must have a checking or savings account to access Internet banking services.*

New Services

We may, from time to time, introduce new Internet banking services. When this occurs, we will update our website to include the new services. By using an Internet banking service, you agree to be bound by the terms contained in this Agreement at that time.

Electronic Mail (E-mail)

One way of communicating with us is via E-mail. Woodhaven Bank has provided E-mail access via our website for you to ask questions. To ensure the security of your account information, we recommend that you **DO NOT** use E-mail when asking specific questions about your account(s), but rather contact our Customer Service Department at (817) 732-1200. You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Internet Banking, or contact our Customer Service Department at (817) 732-1200.

Virus Protection

Woodhaven Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and diskettes using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

Overview of Internet Banking Services

1. Online Account Information
2. Online Check Images
3. Online E-Statements
4. Export History
5. Transfers and Payments
 - a) Transfers within Bank
 - b) Payments to Woodhaven Loans
 - c) Transfers to / from External Accounts (available with Bill Pay enrollment)
 - d) Bill Pay
 - e) Pay People (available with Bill Pay enrollment)
6. Stop Payment Requests

We also offer our business checking customers many of the features of our Internet Banking product, plus these capabilities with Woodhaven Bank Online services:

- Multiple Account Controls
- Wire Transfers
- Payroll/Direct Deposits
- ACH Origination
- Merchant Remote Capture
- Payments to Woodhaven Credit Lines
- Currency Ordering

Commercial customers do not have access to Pay People or External Transfers. These services are available to consumer customers only.

Contact Customer Service at (817) 732-1200, or e-mail us your company name, contact person, and phone number, and we will provide additional information and pricing.

1. Online Account Information

Balance and Transaction Inquiries

You may use Internet Banking to check the current and previous statement balances of your enrolled accounts. Shown balances of accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges.

Transaction information includes:

- a) deposit and check summary information
- b) current business day activity (Memo Post for Pending Transactions)
- c) recent transactions
- d) current and previous statement cycle information
- e) a transaction search feature

2. Online Check Images

You may view and print images of the checks and deposit slips for your Woodhaven Online Accounts by accessing the Bank's website. Images available online for 30 days (current statement cycle) and up to 60 days (previous statement cycle) prior to inquiry.

3. Online E-Statements

You may view online statements and/or online statements with images of your checks for those types of your Woodhaven Online Accounts for which this service is available. To access E-Statements, click on Consumer Login to access your Internet Banking. Once you login, you will automatically be prompted to enroll. If you choose to decline the E-Statements option, you will be able to enroll for E-Statements at any time by logging into your online banking session and going to your Options, and the Edit your E-Statement Enrollment. If you choose to remove an account from E-Statements, please contact our Internet Banking Department at (817) 732-1200. Statements available online up to 12 months (statement cycles) prior to enrollment.

4. Export History

Account history can be exported as follows:

- a) as a Comma Separated File (.CSV)
- b) as a Single Column File (.CSV)
- c) to Intuit Quicken (.QIF)
- d) to Microsoft Money (.OFX)
- e) to Intuit QuickBooks (.IIF)
- f) to Intuit Quicken (.QFX)
- g) to Intuit QuickBooks (.QBO)

5. Transfers and Payments

a) *Transfers within the Bank*

You may use this service to transfer available collected funds between those types of Woodhaven online enrolled accounts for which the service is available. As stated above, you must have a checking or savings account to access Internet Banking service.

According to Federal Regulations, you may not make more than six (6) pre-authorized or automatic transfers from your Money Market or Savings account during a given monthly statement cycle or more than three (3) pre-authorized or automatic transfers from your Savings account during a given quarterly statement cycle. There are no limits to the number of transfers from your checking accounts. A transfer request may not result in immediate availability because of the time required to process the request. The transfer cut off time is at 4:30 p.m. Central Standard Time.

b) *Transfers to / from External Accounts (available with Bill Pay enrollment)*

You may use this External Transfer service to make transfers between your Woodhaven online bank accounts and accounts you own and hold at financial institutions other than Woodhaven Bank.

You will need to add any external account to your online banking accounts. For your security, you will need to verify that you own this account. Woodhaven Bank will make two test deposits and one test withdrawal into the account you are adding. You will need to look at the transactions of the account you are adding to identify the test deposits. You will be asked to enter the two deposit amounts in order to verify you own the account. You will be asked to “*acknowledge*” you understand that you need to confirm two **test deposits** in order to verify ownership of this

account. By doing so, you warrant that you are a named owner of each external account and that you have all necessary legal right, power and authority to transfer funds from or to each external account, and that each external account is located in the United States. Transfer limits may apply based on previous transfers pending.

Online Help Documentation is available to assist you in this process, or you may contact our Customer Service Department at (817) 732-1200.

c) *Bill Pay*

Bill payment through the Internet is provided to you for your convenience. You may pay bills to any merchant, institution or individual with a U.S. address. The actual payment of such bills is handled by an independent third party, CheckFree, and Woodhaven Bank cannot and will not guarantee or be held responsible for completion and accuracy of such transactions. When you complete your Internet banking enrollment, you will be automatically enrolled for bill payment service. After initial login and acceptance of the Bill Payment agreement terms and conditions, you will have access to the Bill Payment Service. The terms and conditions of the Internet Banking Agreement and the Bill Payment 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 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 Woodhaven Bank. Woodhaven Bank 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 Woodhaven Bank 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 Woodhaven Bank, at its option, may charge any of your accounts with Woodhaven Bank to cover such payment obligations.

Woodhaven Bank reserves the right to change the cut-off time. You will receive notice if it changes.

For bill payment support, please call our toll free support line at (866) 234-5153. If, for any reason, you should ever wish to cancel the Internet Banking Bill Payment service, please contact the Customer Service Dept. at (817) 732-1200, any of our locations, e-mail the Bank or send us cancellation instructions in writing to: Woodhaven Bank, P. O. Box 24248, Fort Worth, TX 76124. We will continue to maintain your accounts until you notify us otherwise.

Woodhaven Bank reserves the right to terminate your use of Bill Pay at any time.

d) *Pay People* (available with Bill Pay enrollment)

You may use this personal payments service, which may be referred to as “Popmoney” or “Pay People.” This service is handled by our service provider, CheckFree. Popmoney is an innovative personal payment service offered by leading financial institutions that eliminates the hassles of checks and cash.

To send money, log in to your online banking account and look for Popmoney under the Bill Payment tab. Send money to anyone using their email address or account information. You will be notified when the transaction is completed. Popmoney allows you to conveniently send money into the bank account of the receiver online.

The following types of payments are prohibited through the service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- Payments to persons or entities located in prohibited territories (including any territory outside of the United States)

- Payments that violate any law, statute, ordinance or regulation
- Payments that violate the terms and conditions of any of the accounts
- Payments related to gambling, gaming and other restricted activities.
- Tax payments and court ordered payments

If you have further questions, contact us at (817) 732-1200.

6. **Stop Payments**

You can make stop payment requests **for checks only** through the system until 3:00 PM Central Standard Time. Stop payment requests for checks will be honored for six (6) months from the date you initiate the request. You may extend this time frame by requesting another order at the time it expires. We must have reasonable and sufficient time to honor your request. You understand and agree that, unless your request is complete and accurate, we may not be able to honor your request, or stop payment of the item. You are also responsible for verifying if the check has already been paid. The system allows current and previous statements only, anything before this period is your sole responsibility. You agree to hold us harmless from and against any claim arising in connection with our refusal to pay such item. The appropriate fee will be assessed for each request.

Stop payment requests will not be honored for debit card and ATM transactions.

Online stop payments are not allowed for ACH transactions.

For **information** regarding **debit card, ATM and ACH transactions**, call New Accounts at one of our locations. To **dispute** one of these transactions, go into the New Accounts area at one of our locations.

Terms and Conditions

The first time you access your Bank accounts through Internet Banking, you are confirming your agreement to be bound by all the terms and conditions of the Internet Banking Agreement and acknowledge your receipt and understanding of this disclosure.

Your Internet Banking Password

You will choose an online password that will give you access to your eligible bank accounts through Internet Banking. We require that you create a password that utilizes 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, names of children, and should be memorized rather than written down. We recommend that you change your password regularly, and we will require a password change every 120 days. Upon three unsuccessful attempts to use your password, your access to the SYSTEM will be revoked. To re-establish your authorization to use the SYSTEM, you must wait 1 hour before the system will reset your session automatically or you may contact us to have your session reset immediately. If you do not remember your password, you must contact us to obtain a new temporary password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. You determine what password you will use. Your password is not communicated to us except in encrypted form. Once you have established / changed your password, we will not be able to tell you what it is. Any person who has your password has the same accessibility as you have on Internet Banking. You agree that we are authorized to act on instructions received under your password. **At no time will you be required to reveal this password to any Bank personnel.**

In order to ensure the security of your accounts, we will end your online session if we have detected no activity. This is to protect you in case you leave your computer unattended while you are logged on. Simply re-enter your access ID and password, and your session will be re-established.

Hours of Accessibility

You may generally access your bank accounts through WB Internet Banking seven days a week, 24 hours a day. However, at certain times, some or all of WB Internet Banking may not be available due to system maintenance, problems with the Internet, or other circumstances beyond our control.

Unauthorized Transactions

If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account, notify Woodhaven Bank Customer Service at (817) N, or write to Woodhaven Bank at P. O. Box 24248, Fort Worth, Texas 76124.

Additional Terms and Conditions

Our Liability

Our liability to you is explained in any agreements, notices, and disclosures that we separately provide you regarding your Bank accounts and Internet Banking Services. This section explains only our liability to you to the extent that our liability has not been separately disclosed to you by any of the other agreements, notices and disclosures. Under no circumstance will we have any liability to you for failing to provide you access to your eligible bank accounts or Internet Banking Services through the Service. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing the Internet Banking Services as stated in this Agreement and will only be liable for material losses incurred by you to the extent such losses resulted directly from our gross negligence or intentional misconduct in performing the Internet Banking Services. Please refer to the EFT Disclosure provided at the time your account was opened.

In no event will we have liability for any consequential, special, punitive or indirect loss or damage whether or not any claim for such damages is based on tort or contract or we knew or should have know the likelihood of such damages in any circumstances.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition applicable to the relevant Internet Banking Service or eligible bank account;
- we have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to a hold, dispute, restriction, or legal process we believe prevents their withdrawal;
- would result in us exceeding any limitation of our intra-day net funds position established pursuant to present or future Federal Reserve guidelines;
- would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority;
- it is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- We have reasonable cause not to honor for our or your protection.

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 Woodhaven Bank 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. Woodhaven Bank is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. Woodhaven Bank is not liable for any

failure to make a Bill Payment if you fail to promptly notify Woodhaven Bank after you learn that you have not received credit from a Payee for a Bill Payment. Woodhaven Bank 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 Woodhaven Bank's agent. In any event, Woodhaven Bank 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 Woodhaven Bank has knowledge of the possibility of them. Woodhaven Bank 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 Woodhaven Bank's reasonable control.

Indemnification

Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your eligible bank account, if you are an owner of an eligible account, you agree to indemnify and hold us, our directors, officers, employees and agents, harmless from all loss, liability, claims, demands, judgments, and expenses resulting out of or in any way connected with an eligible bank account or the performance of the Internet Banking Service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you or by your authorized representative.

Third parties

Except as specifically provided in this Agreement or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet Browser provider, by an Internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to, or use of, or failure to, obtain access to online banking services through the Service.

Fees and Charges

Net24 Internet Access with Woodhaven Bill Payment: FREE

The fee for the **Woodhaven Bill Pay Service** is FREE, for an unlimited number of monthly payments.

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.

Person-to-Person Transactions: \$.50/per transaction

Bill Pay Stop Payment: \$25.00

Non sufficient Funds Fee – for each returned item: \$30.00

Expedited Payment Fees:

- Overnight Fee: \$14.95

Woodhaven Bank 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.

Amendment / Termination

Woodhaven Bank has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on Woodhaven Bank's records, by posting notice in branches of Woodhaven Bank, or as otherwise permitted by law.

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

Notices

Unless otherwise required by applicable law, in the event that we are required to provide a notice or other communication to you in writing, that notice or other communication may be sent to you electronically to your Internet address as reflected in our then current records.