

Mineola Community Bank Mobile Banking Agreement

1. General

This Mobile Banking Agreement ("Agreement") for accessing your Mineola Community Bank SSB account(s) via a mobile device explains the terms and conditions governing Mineola Community Bank SSB Mobile Banking and other banking services offered through Mineola Community Bank SSB (collectively, "Mobile Banking"). By using Mobile Banking you agree to abide by the terms and conditions of this agreement. This agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent there is no applicable federal law or regulation, by the laws of the State of Texas. The terms "our," "we," "us," "Mineola Community Bank SSB," and "Bank" refer to Mineola Community Bank SSB. "You" refers to each signer on an account. The term "business day" means Monday through Friday, excluding Federal banking holidays. Mobile Banking can be used to access products and accounts made available by Mineola Community Bank SSB. Each of your accounts is also governed by the applicable account disclosure statement.

A. Description of Services.

Customers can access personal or business accounts through their mobile devices. In addition to viewing account information, customers can pay existing bills, make loan payments and transfer funds.

B. Hours of Service.

You can use the system seven days a week, twenty four hours a day, although some or all of our systems services may not be available occasionally due to emergency or scheduled system maintenance. Access may also slow down due to high volume of internet traffic. You understand that Systems may be available during hours when the bank is not open for business, and thus the bank execution of any requests or instructions may be delayed until the opening of the next business day. Mineola Community Bank SSB will not be responsible for any loss or inconvenience caused by these temporary unavailable periods. We agree to post notice of any extended periods on non-availability on the system website.

2. Protecting Your Account

Notify us at once if you believe another person has improperly obtained your Mobile Banking Personal Identification Number (PIN). Also notify us if someone has transferred or you think someone may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. To notify us, call Mineola Community Bank SSB at 903-569-2602 or write to: Mineola Community Bank SSB, 215 W Broad ST Mineola, TX 75773. Or, email us at customerservice@mineolacb.com – be sure to include your email address in the message.

A. Your Liability

If your internet PIN has been compromised and you tell us within two (2) business days after learning of the loss or theft, you can lose no more than \$50 if someone used your internet PIN without your permission to access an Mineola Community Bank SSB deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500 of the disputed amount. If your monthly statement shows withdrawals, transfers or purchases that you did not make or authorize, you must notify us at once. If you do not notify us within sixty (60) days after the account transaction detail information was transmitted or mailed to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If there are extenuating circumstances that kept you from telling us, the time periods in this section may be extended.

B. Preventing Misuse

It is extremely important that you take an active role in the prevention of any wrongful use of your account. If you find that your records do not agree with ours, you must immediately call Mineola Community Bank SSB at 903-569-2602. Protect your internet PIN - The PIN that is used to gain access to Mobile Banking should be kept confidential at all times. For your protection we recommend that you change your internet PIN regularly. It is recommended that you memorize this PIN and do not write it down. You are responsible for keeping your PIN, account numbers and other account data confidential. If you believe that your PIN may have been lost or stolen, or that someone has

transferred or may transfer money from your account without your permission, notify Mineola Community Bank SSB at once. Your password and internet PIN are intended to provide security against unauthorized entry and access to your accounts. However, they will not protect you if this information is shared with others. Bank employees are not authorized and will not ask for your password or internet PIN, and you should view with suspicion anyone who does ask for any personal identity information.

4. Bank's Liability

Failure to Make Transfers

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 will be liable for your losses or damages up to the value of the transfer. However, there are some exceptions. We will not be liable, for instance:

- a) If, through no fault of ours, you do not have enough money in your account to make the transfer;
- b) If the transfer will go over the credit limit on your Overdraft Agreement;
- c) If the system was not working properly;
- d) If there is a dispute about the amount to be paid or transferred, or we have been legally ordered to pay to or hold the money in your account for someone else;
- e) If a withdrawal would consist of money deposited in the form of a check or other order and is not yet available for withdrawal;
- f) If you have told us that your PIN was lost or stolen;
- g) If, in the case of a preauthorized credit or debit to your account, a third party does not send your money to us on time or does not send us the correct amount, or we do not have the required authorization to perform the transaction;
- h) If circumstances beyond our control (such as fire, flood, or natural disaster) prevent the transfer, despite reasonable precautions and efforts we have taken.

5. Accessing Your Mineola Community Bank SSB Accounts

A. Requirement

To access your account(s) through the mobile device, you must have an eligible Mineola Community Bank SSB account, enroll in Mobile Banking by agreeing to the Mobile Banking Agreement, and have an internet PIN. You must also be enrolled in Internet banking. In addition, you must have the required internet secure browser software as defined by the bank. Go to <https://mcbonline.mineolacb.com/m> to access the website using your mobile phone.

B. New Services

Mineola Community Bank SSB may, from time to time, offer and introduce new internet services. The bank will notify you of the existence of these new products and services. By using these services when they become available, you agree to be bound by the rules, which will be communicated to you, concerning these services.

C. Fees

There is no monthly fee for accessing your account(s) through the mobile device. Please note that fees may be assessed by your mobile service provider.

You agree to pay any additional charges for bank services you request which are not covered by this agreement. You are also responsible for any third party fees you incur in connection with your use of the system.

6. Terms and Conditions

The first time you access your Mineola Community Bank SSB account(s) through your mobile device net confirms your agreement to be bound by all of the terms and conditions of this agreement and acknowledges your receipt and understanding of this disclosure.

A. Your Mobile Account Access PIN

You will use the same PIN for both internet banking and mobile banking. Before you can access accounts via your mobile device you must be enrolled in internet banking. When you enroll in internet banking you will be given or you will select an initial internet PIN. The first time you access your Mineola Community Bank SSB account(s) you must select a new PIN. We recommend that you change your PIN regularly. Do not use numbers that are easily associated

with you, such as your telephone number, address or birth date as your PIN. You are authorizing Mineola Community Bank SSB to act on instructions received under your PIN. You are responsible for keeping your PIN, account number(s) and other account data confidential at all times.

B. Our Liability

Except as specifically provided for in this agreement or where the law requires a different standard, you agree that neither Mineola Community Bank nor the Mobile Service Provider shall be responsible for any loss, property damage or bodily injury, whether caused by the bank, equipment, software, or internet access providers or any agent or subcontractor of any of the foregoing. Nor shall Mineola Community Bank SSB or the Mobile Service Providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way from the installation, use or maintenance of the equipment, software or internet browser or access software.

C. Changes to Fees or Other Terms

We reserve the right to change the fees or other terms described in this agreement. However, when changes are made to any fees, we will notify you via email, or will send a notice to you at the address shown on our records. All notices will be sent at least thirty (30) days in advance of the effective date of the change, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with written or electronic notice within thirty (30) days in advance of the change. By continuing to use the accounts or services to which these changes relate, you are accepting the changes. Changes to fees applicable to specific accounts are governed by the applicable Account Disclosure Statement.

D. Other General Terms

In addition to this Mobile Banking Agreement you agree to be bound by and will comply with the requirements of the applicable Account Disclosure Statement, Mineola Community Bank's rules and regulations, the rules and regulations of any funds transfer system to which the bank belongs, and all applicable State and Federal laws and regulations. Mineola Community Bank also agrees to be bound by them.

Mineola Community Bank reserves the right to terminate this agreement and your access to Mobile Banking in whole or in part, at any time without prior notice or reason except as required by Law, including, without limit, if you have insufficient funds in any of your accounts. If you do not access your accounts via Mobile Banking for any six (6) month period, the Bank reserves the right to disconnect your service without notice. You agree to be responsible for any mobile phone charges incurred for accessing your accounts through Mobile Banking.

E. Your Right to Terminate

If you wish to cancel your service, you should first cancel all scheduled payments and transfers. This will insure future transfers or payments you make directly to the payee will not be duplicated. You may cancel your system service at any time by providing us with written notice by postal mail, e-mail or in person. Your access to the system will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees, future scheduled Bill Payment request, transfers and charges incurred prior to the date of cancellation.

7. Bill Payment Service

As part of Mineola Community Bank SSB Mobile Banking, you can schedule payment of your periodic bills that have been set up previously in internet banking. You can arrange for the payment of current, future and recurring bills from your Mineola Community Bank SSB checking account. There is no limit to the number of payments that may be authorized. You may pay any merchant or individual approved by Mineola Community Bank SSB.

By furnishing us with the names of your payees/merchants and their addresses, you authorize us to follow the payment instructions to these payees/merchants that you provide through Mobile Banking. When we receive a payment instruction (for current or future date), we will remit funds to the payee on your behalf, from your designated checking account, on the day you have instructed the payment to be sent (Payment Date). However, we shall not be obligated to make any such payment unless your account and/or overdraft protection plan has sufficient funds or credit availability to pay the bill on the Payment Date. Funds for ALL bill payments will be withdrawn from your account on the DAY the check is presented to Mineola Community Bank SSB for payment.

NOTE: Any payments made through Bill Payment require sufficient time for your payee to credit your account

properly. To avoid incurring a finance charge or other charge, you must schedule a payment far enough in advance of the due date of your payment. You must allow at least seven (7) business days from the send payment date for the check to reach the payee.

Mineola Community Bank SSB shall not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, Mineola Community Bank SSB will not be liable if any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee. Mineola Community Bank SSB will not be liable for delays or losses of payments caused by the U.S. Postal Service or other delivery service. We will also not be liable if there are insufficient funds or credit availability in your designated payment account and/or overdraft protection plan; if a legal order directs us to prohibit withdrawals from the payment account; if the payment account is closed or frozen; or if any part of the electronic funds transfer system is not working properly. Mineola Community Bank SSB will not be liable for bill payments not completed due to circumstances beyond our control (such as fire, telecommunication outages, strikes, or natural disasters). Mineola Community Bank SSB will not be liable for indirect, special, or consequential damages arising out of the use of Bill Payment. Mineola Community Bank SSB will not be liable if a payee will not accept payments made through Bill Payment.

Mineola Community Bank SSB reserves the right to terminate your use of Bill Payment at any time without prior notice.

Bill Payment Fees:

As a special thank you to our customers, Mineola Community Bank SSB will not charge any fees for Bill Payment Services on personal checking accounts.

Additional fees may be assessed according to Mineola Community Bank SSB's Schedule of Fees and Services.

If the account has insufficient funds to cover the payment, an NSF fee will be assessed each time an attempt is made to pay the bill (based on instructions you establish for each merchant).

If the account has insufficient funds to cover the fees, Mineola Community Bank SSB may deduct the fee from any other transaction account linked to Mobile Banking. If the fee cannot be paid, we may cancel your Bill Payment service.

8. Other Information

A. Balance Inquiries and Transfers

You may use the service to check the balance of your accounts and to transfer funds among your accounts selected for Mobile Banking. In order to initiate one of these transactions, you must first use your PIN to obtain access to the Service. The balance shown on your mobile phone may include deposits still subject to verification by us. The balance shown also may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, or charges. Funds transfer requests may be made 24 hours per day, but may not result in immediate funds availability because of the time required to process the files. If there are insufficient available funds in an account from which you are requesting a funds transfer, the transfer will not be initiated. Insufficient fund fees will be assessed as indicated in the applicable account disclosure. For monetary transfers, the accounts must have the same PIN number and must belong to the same "household" of accounts.

B. Statements

All of your payments and funds transfers made through the mobile banking service on your checking and money market checking account(s) will appear on your monthly account statement(s). For payments and funds transfers made through the service on your savings account(s), we will mail a monthly receipt to you; in any event we will mail or deliver to you a savings account statement no less frequently than quarterly.

C. Equipment

We are not responsible for any loss, damage or injury resulting from an interruption in your cellular service; the disconnecting of your cellular service; or any defect or malfunction of your PC, modem, or telephone line. We are not responsible for any services relating to your cellular service other than those specified in this agreement. If any equipment failure occurs in any way relating to your cellular service, Mineola Community Bank SSB is not

responsible.

D. Business Days/Hours of Operation

Our business days are Monday through Friday, except bank legal holidays. The service is available 24 hours a day, seven days a week, except during maintenance periods for scheduling, modification, or for review of funds transfers and balance inquiries.

9. Error Resolution Notice

A. Contact Information

In case of error or questions about your electronic transactions contact us at 903-569-2602 or write to: Mineola Community Bank SSB Customer Service P O Drawer 410, Mineola, TX 75773. You may also email us at customerservice@mineolacb.com – be sure to include your email address in the message.

Contact us as soon as you can, if you think your statement, passbook or receipt is wrong or if you need more information about a transfer listed on the statement, passbook or receipt. We must hear from you no later than 60 days after the problem or error appeared on your passbook; or no later than 60 days after we sent you the FIRST statement in which the problem or error appeared.

1. Tell us your name and account number.
2. 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.
3. Tell us the dollar amount of the suspected error.

We will investigate whether an error occurred within 10 banking days (20 banking days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question.

If we decide to do this, we will credit your account within 10 banking days (20 banking days if the transfer involved a new account) 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 banking days, we may not credit your account as described above. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will inform you of the results within three banking days after completing our investigation. If we decide that there was no error, we will send you a written explanation and reverse the credit described above.

You may ask for copies of the documents that support our investigation

10. Accepting the Service

By accepting the Mobile Banking Service, you:

- acknowledge receipt of the Notice and Consent Regarding Electronic Communications Delivery Service (“Notice and Consent”)
- consent to receipt of disclosures, notices and other communications electronically as described in the Notice and Consent;
- confirm that your mobile device is capable of receiving, accessing and retaining such disclosures, notices and other communications received electronically;
- agree to the terms and conditions of the Mineola Community Bank SSB Mobile Banking Agreement and Disclosures.

Log on Name that is being unrestricted for mobile banking

Social Security Number for that Log on Name

Each person on the account must have their own log on name. All account owners must sign this form before access to mobile banking will be unrestricted. By signing this form, you are agreeing to all of the terms that are stated in the Mobile Banking Agreement.

Printed Name

Signature

Date

Printed Name

Signature

Date

Printed Name

Signature

Date

Printed Name

Signature

Date

Employee Initials _____

Branch # _____