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# AMERICAN FIRST NATIONAL BANK

## MOBILE BANKING TERMS AND CONDITIONS

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### READ CAREFULLY

American First National Bank (“AFNB” “we”, “our”, “us”, and “Bank”) offers customers (“you”, “your”, “user”) Mobile Banking access to account information. There are two Mobile Banking methods used to access account information: (1) SMS text messaging and; (2) our Mobile Banking Application. By participating in Mobile Banking, you are agreeing to the terms and conditions presented here. Mobile Banking and any software you may obtain from Mobile Banking (“Software”) may not always be available. The reasons for the unavailability may be beyond the reasonable control of American First National Bank or any service provider.

#### 1. HOW TO ACCESS MOBILE BANKING.

- **SMS TEXT MESSAGING.** Mobile Banking is only available once you have completed registration for Online Banking. To use SMS text messaging service, your mobile device must send and receive text messages to and from a short code. Use SMS Text Messaging to check account balances, review recent account activity and find ATM and branch locations. Message and Data rates may apply. Registration requires you to provide a mobile phone number and to select a SMS text messaging service. The mobile phone number’s verification is done by you receiving an SMS message with a verification code that you will have to enter in our Online Banking. You will be allowed to opt out of SMS text messaging at any time.

For help, text “HELP” to 31727. To cancel, text “STOP” to 31727 at any time. You’ll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages. If you have questions please contact Customer Service at 877-473-1888 or visit <https://www.afnb.com/about-us/contact-us>.

Participating Mobile Carriers include, (but are not limited to) AT&T, Sprint PCS, T-Mobile®, U.S. Cellular®, Verizon Wireless.

- **MOBILE BANKING APPLICATION.** To use the Mobile Banking Application, you will provide a mobile phone number and select either the Google™ Play Store or Apple iTunes™ store within Online Banking. You will receive a text on your mobile device containing the link to the chosen store to download the app. Once the app is installed to your mobile device you may log on to your account. You must login to the American First National Bank's Mobile Application utilizing your Online Banking Username and password.

**2. PRIVACY AND USER INFORMATION.** You acknowledge that in connection with your use of Mobile Banking, American First National Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information (such as session length, number of transactions and geolocation) provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). American First National Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. American First National Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

The Bank's privacy policy may be viewed at <https://www.afnb.com/privacy-policy>.

**3. RESTRICTIONS ON USE.** You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate (i) viruses, Trojan horses, worms, time

bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (ii) any material or information that is false, misleading, or inaccurate; (iii) any material that would expose American First National Bank any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (iv) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

**4. UNLAWFUL INTERNET GAMBLING NOTICE.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**5. USER SECURITY.** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking or the software. You agree you will take proper measures to maintain the confidentiality of any passwords, user codes or other methods of authentication implemented with respect to your use of Mobile Banking. You agree not to leave your mobile device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username/user ID, password or other access information to any unauthorized person. If you permit other persons to use your mobile device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize, and American First National Bank will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. All applications are provided by Bank's vendor and you shall have no ownership or interest in the application. American First National Bank makes no representation that any content or use of Mobile Banking or the software is available for use in locations outside of the United States. Accessing Mobile

Banking or the software from locations outside of the United States is at your own risk.

**6. USE OF GOOGLE MAPS:** You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legal\\_notices\\_maps.html](http://www.maps.google.com/help/legal_notices_maps.html)

, or other URLs as may be updated by Google.

**7. BIOMETRIC LOGIN FOR MOBILE BANKING.** Biometric login is an optional biometric sign-in method for American First National Mobile Banking that may be available for certain mobile devices that have a built-in biometric scanner. To use biometric login, you will need to first save your fingerprint/facial feature scan on your mobile device (for more help with biometric scanning, contact the manufacturer that supports your mobile device). Biometrics are stored on your device only and American First National Bank never sees or stores your biometric information. You acknowledge that by enabling biometric login, you will allow anyone who has biometric information stored on your device access to your personal and payment account information within American First National Mobile Banking. American First National Bank reserves the right to suspend or disable this feature at any time. Biometric login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your biometric information, you can sign in using your standard login credentials (e.g., password). To use biometric login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable biometric login anytime within American First National Bank Mobile Banking.

Apple and Touch ID are trademarks of Apple Inc. Android is a trademark of Google Inc. Mobile Banking Safety Tips

1. Invest in an antivirus application for your mobile device to help protect you when downloading apps or mobile content.
2. Never provide personal identification or banking information over your mobile device unless you initiate the contact and you know that you're dealing directly with your bank.
3. Never share your password, account number, and answers to secret questions. Don't save this information anywhere on your mobile device. Avoid lending your mobile device to strangers.

4. Never set the app, web or client-text service to automatically log you in to your bank account. If your mobile device is lost or stolen, someone will have free access to your money.
5. Set the mobile device to require a password to power on the handset or awake it from sleep mode.
6. Remember, your bank would never contact or text you asking for personal or banking information. Assume any unsolicited text request is fraudulent. Giving this information places your finances and privacy at risk.
7. Immediately tell your mobile network provider and your bank if you lose your mobile device.
8. Hot spots & public wireless local area networks (Wi-Fi) are not secure and your credentials could be compromised.
9. If you acquire a new mobile device, please uninstall the mobile application prior to changing and/or upgrading your device.

**8. ACCESSIBILITY.** Mobile Banking or the software may not be accessible or may have limited utility over some network carriers. You understand and agree that in order to use Mobile Banking; you must obtain and maintain, at your expense, compatible hardware. Your mobile service provider's standard service fees, such as text message fees, data fees, or similar charges, may apply to all transactions. In addition, Mobile Banking may not be supported for all mobile devices. We are not responsible for the functionality of any third-party hardware or applications you may need to use Mobile Banking. American First National Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

Transfers initiated after 3:00 PM CST will be posted on the next business day. (We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify Mobile Banking at any time).

**9. USE OF ELECTRONIC MAIL (EMAIL).** If you need to report an unauthorized transaction from one of your accounts, you should not rely on sending the notice to us by email. Email transmissions through public or general email are not secure. We advise you not to send us or ask for sensitive or confidential information such as Account Numbers, Passwords, Account Information, etc. via any general or public email system. If you send the Bank an email message, the Bank will be deemed to have received it on the following business day.

**10. CONSENT TO ELECTRONIC DELIVERY OF NOTICES.** You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Mobile Banking web site or by email.

**11. AUTHORIZATION AND POSTING OF TRANSFERS.** You may transfer funds between your accounts that are checking, savings or money market deposit accounts in any amount. When you request a fund transfer using Mobile Banking, you authorize us to follow the transfer instructions and transfer the funds from the designated originating account to the designated recipient account.

Transfers initiated through Mobile Banking before 3:00 p.m. CST on a business day are posted to your account the same day. Transfers completed after 3:00 p.m. CST on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. (**Please refer to the Mobile Deposit Service Agreement regarding mobile deposit funds availability.**) Transfers completed anytime other than a Business Day will be posted on the next Business Day. Mobile Banking identifies transfers based upon the login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the Transaction postings screens in both the Transfer and Bill Payer menu options of Mobile Banking may not reflect transfers made by multiple users from the same account if different login IDs are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

**12. ACCOUNT INFORMATION.** The account balance shown will be current as of the most recent update. The account balance may reflect deposits still subject to collection or verification by us (and subject to being reversed) and may not reflect deposits or loans in progress, outstanding checks or payments, or other withdrawals, payments, credits, or charges.

**13. LIMITS ON AMOUNTS AND FREQUENCY OF ONLINE BANKING TRANSACTIONS.** We limit the number of certain types of transfers from savings and money market accounts. The number of transfers from your accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. You should refer to these agreements for legal restrictions and service charges applicable for excessive withdrawals and transfers. If a hold has been placed

on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

**14. PERIODIC STATEMENTS.** Transfers to and from your accounts using Mobile Banking will appear on the respective paper or electronic statements for your accounts and you should promptly review the paper or electronic statements.

**15. CHANGE IN TERMS.** We may change any term of this Agreement at any time. If the change would result in increased fees for any Mobile Banking service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least twenty-one (21) days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on our web site or forward it to you by email or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within thirty (30) days after the change becomes effective. Your continued use of any or all of the subject Mobile Banking Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

## **16. ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES.**

- **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS. Contact Us At Once** if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses.

You agree to review promptly all statements, customer notices, and transaction information made available to you, and to report all unauthorized transactions and errors to us immediately, and in no event later than sixty (60) days after the statement delivery date for the applicable account. You agree that we may process payment and transfer instructions that are submitted with correct online login information, and

agree that such instructions will be deemed effective as if made by you, even if they are not transmitted or authorized by you.

If you do not tell us within sixty (60) days after the statement was mailed or made available to you, you may not get back any money you lost.

- **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.** Contact us as soon as you can, if you think your paper or electronic 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 paper or electronic statement upon which the problem or error appeared.

In your correspondence, please provide us with the following information:

1. Tell us your name and account number.
2. Describe the error or 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.
4. If the suspected error relates to a bill payment made via the Mobile Banking Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, and the payee account number for the payment in question. (This information appears on the Transaction Posting Screen.)

If you contact us by telephone or by email, we may require that you send us your complaint or question in writing by postal mail or fax within ten (10) Business days.

We will communicate to you the results of our investigation within ten (10) business days after you contact us 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 provisionally 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 we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account. **The guidelines for the investigation process do not apply to commercial accounts.**

You can contact with us in any one of the following ways:

- Email — You can contact us by email at **cs@afnb.com**
- Telephone — You can contact us by telephone at **713-596-2813** or **1-877-473-1888** (*Monday – Friday 9:00 am – 5:00 pm Central Standard Time*)
- Postal Mail — You can write to us at: **American First National Bank, Attention: Customer Service, 9999 Bellaire Boulevard, Houston, Texas 77036**
- In Person — You may visit us in person at any one of our locations listed on our website.

**17. OUR LIABILITY FOR FAILURE TO MAKE A TRANSFER.** If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make a transfer.
2. If a legal order directs us to prohibit withdrawals from the account.
3. If your account is closed, or if it has been frozen.
4. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
5. If any electronic terminal, telecommunication device, or any part of the Mobile Banking electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.
6. If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee assigned account number, payment date, and payment amount for the payee on a bill payment.
7. If you have not properly followed the onscreen instructions for using Mobile Banking.

8. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

**18. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.** We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Mobile Banking Services provided to you under this Agreement. We do not and cannot warrant that Mobile Banking will operate without errors, or that any or all Mobile Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Mobil Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of American First National Bank and its affiliates exceed the amounts paid by you for the services provided to you through Mobile Banking.

**19. YOUR RIGHT TO TERMINATE.** You may cancel your Mobile Banking service at any time by providing us with written notice by postal mail or fax. Your access to Mobile Banking will be suspended within three (3) business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

**20. OUR RIGHT TO TERMINATE.** You agree that we can terminate or limit your access to Mobile Banking Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your accounts. Mobile Banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon reasonable notice, for any other reason in our sole discretion.

We reserve the right to terminate your use of the Mobile Banking service at any time without prior notice to you. If you do not access or use the Mobile Banking service for a period of more than one-hundred-eighty (180) days, we may in our sole discretion, terminate your access to and use of such service without notice to you.

You agree to notify us immediately of any change in your email addresses and mobile phone numbers.

**21. ASSIGNMENT.** We may assign this Agreement to any affiliate, parent or other company. We may also assign or delegate certain of our rights and responsibilities under this Agreement to such third parties as we may elect upon notice to you whereupon we shall be released from any and all further liability or responsibility related thereto. You may not assign this Agreement.

**22. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the United States, and to the extent not inconsistent therewith, the laws of the state of Texas, without regard to that state's rules regarding conflict of laws (collectively, "Applicable Law"). You agree that you will use the Services only in accordance with applicable law.

**23. CONSENT AND AGREEMENT.** You agree to be bound by the terms and conditions contained therein. Because enrollment for Mobile Banking can only occur electronically, you understand that you will be unable to proceed if you do not agree to these terms and conditions. AMERICAN FIRST NATIONAL BANK reserves the right to provide information and notices about the Mobile Banking to you by non-electronic means.

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## **AMERICAN FIRST NATIONAL BANK ADDITIONAL TERMS AND CONDITIONS**

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### **MOBILE DEPOSIT SERVICE**

Mobile Deposit Service Additional Terms. The following supplemental Terms and Conditions ("Supplement") applies to the Mobile Deposit Service within the American First National Bank's Mobile Banking Application. Your use of the Mobile Deposit Service ("Service") described below shall be subject to the terms and conditions set forth in this section in addition to the Deposit Account Agreement and Disclosures provided to you at account opening and/or when you were approved for other services. The Bank agrees to provide the Mobile Deposit Service pursuant to the following terms and conditions. You agree that your acceptance of the terms and conditions and use of the Service is your Warranty as to all matters contained here. Please read this carefully and keep a copy for your records.

**1. COMMITMENT TO PROVIDE MOBILE DEPOSIT SERVICE.** This Service enables you to deposit checks via a mobile device into eligible American First

National Bank accounts from a remote location by taking a picture of the front and back of the check and delivering the images and associated deposit information to the Bank electronically. Most American First National Bank checking, savings, and money market account enrolled in Online Banking are eligible for this Service. Check Images will be transmitted to and processed by us, and then sent to the Federal Reserve Bank and/or a correspondent check clearing network, enabling you to clear your check deposits electronically as Images instead of physically transporting the checks to one of our branch locations. The American First National Bank Mobile Banking Application is required for the Mobile Deposit Service.

**2. RULES.** You agree that the Mobile Deposit Service will be provided and utilized in accordance with all applicable laws, rules and regulations, as amended from time to time, including but not limited to the Federal Reserve Board Regulation CC (the "Check 21 Act"), the Federal Financial Institutions Examination Council ("FFIEC") and inter-agencies ("Agencies"), Federal Trade Commission ("FTC"), the National Automated Clearing House Association ("NACHA"), the Expedited Funds Availability Act, and Article 3 and 4 of the Uniform Commercial Code as adopted in the state where your account was opened ("Uniform Commercial Code")(together the "Rules").

**3. DEFINITIONS.** Unless otherwise defined, capitalized terms have the meanings provided in the Check 21 Act and the Uniform Commercial Code. Defined terms include the following: "Image" means an electronic version of an original check, which includes both the front and the back of the check. The Image must be both readable and re-producible. "Item" means a check, money order, cashier's check, official check, U.S. Treasury check, or any other payment instrument drawn on a financial institution within the United States from a payer to you. An eligible Item includes only Items payable in United States money, Items that are dated not more than 6 months prior to the date of deposit, and only Items that are payable to you and not to any other third party. An Item may be transmitted as either data or Image, and where applicable, includes the electronic Image of the front and back of an Item, in addition to other required information and in a format as specified by us or any regulatory agency from time to time. "Payer" means a consumer or business which makes payments to you by means of Items, but you are not a payer. "Business day" means a day on which we are open to the public for carrying on substantially all of our banking functions. (Monday–Friday, excluding Federal Holidays)

**4. IMAGE QUALITY.** The image of an Item transmitted to us using the Service must be legible. The Images of the Items must comply with requirements established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, and any other applicable regulatory agency, clearinghouse or association. It is your responsibility to ensure that every original Item imaged is a legible copy of the original Item when received by us. Any Image not legible will be returned to you and your account will be debited for that Item. In order to receive credit to your account, you must produce either the original Item or another copy of the Item that is legible. Each electronic image of an item must provide all the information on the front and back of the item at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the item, MICR-line information, signature(s), and require identification written on the front of the item and any endorsements applied to the back of the item.

**5. ENDORSEMENTS.** Endorsements must be made on the back of the check within 1 ½ inches from the top edge, although we may accept endorsements outside this space. You warrant that prior to creating an Image, you will endorse the back of each Item properly by including all necessary signatures, deposit account number, and the wording “For Mobile Deposit only at American First National Bank” or “AFNB”. We recommend you write “Mobile Deposit” and the deposit date in the Memo area on the front of each Item. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. If multiple payees are separated by the word “and” on the check, all payees must endorse the check for deposit. If multiple payees are separated by the word “or”, only one of the payees may endorse the check for deposit.

**6. AVAILABILITY AND SETTLEMENT OF DEPOSITS.** Credit availability or any holds placed on funds for each Item presented to us will be determined by us based on our published Funds Availability Policy provided to you at account opening. Mobile Deposits are processed in the same manner as a paper deposit made in a branch and are NOT “electronic direct deposits” for purposes of funds availability. Generally, funds deposited through the Service are available to you on the next business day after the day we receive your deposit. Mobile Deposits transmitted to us after 3:00 PM CST on a business day or on a Federal Holiday will be processed on the second business day. A notice will be sent to you if a hold is placed on any deposited funds. For more information, please refer to our

Funds Availability Policy Disclosure. If, at any time, our Mobile Deposit Service is not functioning properly, you agree to make deposits at one of our branch locations.

**7. RETURNED DEPOSITS.** As with any non-cash deposit, any credit to your account for Items deposited using Mobile Deposit is provisional. If Items deposited through this Service are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including but not limited to, issues relating to the quality of the Image, you agree that an Item will not be returned to you, but that we may charge back the amount of the Item and provide you with an Image of the Item, a paper reproduction of the Item or a substitute check.

Without our approval, you shall not attempt to deposit or otherwise negotiate an Item if it has been charged back to you. Nonsufficient fund Items and uncollected funds will be returned to you within one (1) Business day of receipt, and your account will be charged accordingly. It is your responsibility to collect the funds from the payer for any Items returned.

**8. WITHDRAWAL OF ACCESS/SUSPENSION OF MOBILE DEPOSIT SERVICES.** We reserve the right to deny, suspend or revoke access to the Service immediately, in whole or in part, in our sole discretion, without notice, if you or your account(s) do not meet our eligibility requirements, or if we believe you are in breach of these terms or are otherwise using or accessing the Service inconsistent with the terms and conditions. We have the right to suspend or terminate the Service at any time or if you are in violation of any of the terms and conditions. We also have the right to suspend the Service immediately in the event of an emergency or in the event of a natural disaster. We reserve the right to change the Service at any time without notice to you.

**9. MAINTENANCE, STORAGE, RETENTION, AND DESTRUCTION OF ORIGINAL ITEMS.** It is your responsibility to take a picture of the front and back of each original Item, prepare the Item for transmission to us, view the Deposit History Icon on your mobile device, and store the original Items in a secure location for a minimum of 30 calendar days, then to destroy the original Items through a reasonable method that will prevent re-production, such as cross-cut shredding. You must also ensure that no original Item for which an Image is transmitted to us will be deposited into any other bank, causing funds to be debited twice from the payer's account. Upon request, you will deliver to us within 10 calendar days, at your expense, the requested Item in your

possession. If not provided in a timely manner, such amount will be reversed from your account.

**10. DOLLAR LIMITS.** You understand that we may set limits, in our sole and absolute discretion, on (i) the dollar amount of all Items that can be transmitted to us per specified period, and ii) the amount of a specific Item that can be transmitted to us per specified period. We may review and change these limits at any time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the same terms and conditions, and we will not be obligated to allow such a deposit at other times. We are not responsible for any losses incurred as a result of rejecting deposits you have made through this Service which exceed your deposit limits.

**11. SECURITY OF IMAGES WHEN TRANSMITTED.** It is your responsibility to secure the transmission of the Images between you and us by securing your mobile device and utilizing passwords, user codes or other methods of authentication as required by the application.

**12. YOUR WARRANTIES AND OTHER AGREEMENTS.** You make the following warranties, representations, agreements, and acknowledgments: Item Warranties. You warrant to us each of the warranties set forth in Article 4 of the Uniform Commercial Code as adopted in the state where your account was opened.

**13. PRESENTMENT.** You warrant you will not deposit the original Item and no person will receive a transfer, presentment, or return of, or otherwise be charged for the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item it has already paid. You warrant you will submit an accurate and clear Image of the front and back of each original Item to us only one time, unless otherwise request by Us.

**14. EQUIPMENT AND APPLICATION REQUIREMENTS.** You understand and agree that in order to use this Service, you must obtain and maintain, at your expense, compatible hardware, such as a mobile device with a camera, and connectivity for transmitting the Images. You also warrant you will install the required application, and that you will utilize the application to access the Service Mobile Deposit Service in accordance with its license agreement. All applications are provided by our vendor, and you shall have no ownership or

interest in the application. We are not responsible for the functionality of any third-party hardware or applications you may need to use this Service.

**15. AUTHORIZED PERSONNEL.** You warrant no other individual will be allowed to have access to your mobile device, or to the original Items and to initiate the transfer of Images of Items to us, unless the individuals are authorized to do so by you, and they will receive proper supervision at all times. You are responsible for all Images received from or transactions initiated with your mobile device, passwords, user codes or other methods of authentication.

**16. MINIMUM SECURITY PROCEDURES.** You will implement passwords, user codes or other methods of authentication as required by the Mobile Banking application. You agree to be bound by any orders, entries, or transmittals, whether or not authorized, that are issued in your name and accepted by us in compliance with the security procedure you choose.

**17. RELIANCE.** You agree that we may, but may not be required to, process each Image you transmit, whether or not the Image is accurate, and whether or not the Image was transmitted to us by one of your authorized representatives.

**18. AMENDMENT.** You agree that we may change the terms and conditions at any time with or without your consent. For example, we may add, delete, or amend terms of the Mobile Deposit Service. We will notify you of such changes by mail or electronic message. If you initiate any Mobile Deposit functions after the effective date of change, you indicate your agreement to the change.

**19. CONTACT.** You authorize us to contact you via your wireless or mobile device for any purpose concerning your accounts with us, including but not limited to account servicing and collection purposes.

**20. NOTIFY US OF ERRORS OR DISCREPANCIES.** You agree to promptly review each account statement and notify us of any errors. All deposits made through the Service will be deemed to be correct unless you notify us of any errors to your deposits. We must hear from you no later than 30 days after the date the statement on which the problem or error appeared was sent or first made available to you. If you do not notify us within 60 days from the date your statement was sent or first made available, you may be liable for all losses.

**21. FEES.** You agree that we may implement or change fees for the Mobile Deposit Service from time to time. You agree to pay us fees we may implement and charge for the Mobile Deposit Service based upon written or electronic notification provided to you; to pay all fees that wireless providers may assess;



to comply with all limitations or restrictions on or for use of the Mobile Deposit Service. You agree that you are solely responsible for all such fees, limitations, and restrictions.

**22. INDEMNIFICATION.** You agree to indemnify, defend and hold us harmless from any losses and all claims, liabilities or expenses, whether direct or asserted by a third party against us, (including interest, costs attorneys' fees and expenses of any legal proceedings) for (i) the alteration of any Item presented by you, (ii) data, instructions or information that is inaccurate or inadequate, (iii) any action taken or not taken by us within the scope of our authority in processing an Item, (iv) any warranty, indemnity obligation or re-credit required to be made or given by us with respect to an Item under applicable Rules, (v) any breach by you or your employees or agents of any of your obligations under the terms and conditions, and (vi) any act or omission (including without limitation, the amount, accuracy, timeliness of transmittal or authorization of any Image received by us using your passwords, user codes or other methods of authentication) in connection with the Mobile Deposit Service by you, your employees, agents or any other person, including, without limitation, any correspondent bank, Federal Reserve Bank, NACHA member, SWIFT member, clearinghouse, transmission or communications facility and no such person may be deemed our agent.

**23. DEPOSIT LIABILITY AND LIMITATIONS.** We will be responsible only for performing the Service provided for in the terms and conditions. Our representations, warranties, obligations, and liabilities and your rights and remedies, set forth in the terms and conditions, are exclusive. Any application provided by us and its licensors on an "as is" and on an "as available" basis. We disclaim all warranties of any kind as to the use of the Service, whether expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose. We make no warranty that the Service (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error free, (iii) that the results that may be obtained from the Service will be accurate or reliable, and (iv) that any errors in the Service or technology will be corrected. Except as otherwise required by applicable law, we will be liable to you for your actual direct damages, including interest, but only to the extent such damages are the direct result of our gross negligence or willful misconduct in performing the Mobile Deposit Service.

**24. SERVICE PERFORMANCE.** In the performance of the Service, we will be entitled to rely solely on the information, representations and warranties

provided by you pursuant to the terms and conditions and will not be responsible for the accuracy or completeness thereof.

**25. RELIEF FROM LIABILITY.** Without limiting the general nature of the provisions above, and unless otherwise required by applicable law, in no event will we be liable for any of the following: (i) if you have not complied with this Agreement or have not properly followed the instructions on how to process a transaction; (ii) if your mobile device or the application is not working properly; (iii) if the internet service or communications facility is not able to transmit your Mobile Deposit to us; or (iv) if our online services were not working properly and you knew of or were advised about the malfunction prior to submission of your Mobile Deposit to us.

## **CARDVALET SERVICE**

CardValet Additional Terms. The following supplemental Terms and Conditions (“Supplement”) applies to the card controls feature (“CardValet”) within the Mobile Banking mobile application (“Mobile Banking”), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to CardValet. If CardValet is not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms and conditions and this Supplement with respect to CardValet, then the terms in this Supplement shall apply.

1. The CardValet feature is only available for debit cards issued by American First National Bank that you register within the Mobile Banking.
2. The CardValet alerts and controls you set through use of the Mobile Banking may continue to apply, even if you delete the Mobile Banking or remove it from your mobile device. Please contact American First National Bank to discontinue the alerts and controls.
3. Certain CardValet functionality within the Mobile Banking may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant’s registered address.

4. CardValet may enable access to American First National Bank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent this Mobile Banking allows you to access third party services, American First National Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. MOBILE BANKING, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.
7. LIMITATION OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES

OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

## NOTIFI TERMS AND CONDITIONS

Notifi Additional Terms. The following supplemental Terms and Conditions (“Supplement”) applies to the Notifi Alert Service within the American First National Bank’s Mobile Banking Application. Your enrollment in American First National Bank Online Banking and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your American First National Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. American First National Bank reserves the right to terminate its alerts service at any time without prior notice to you.

**1. METHODS OF DELIVERY.** We may provide alerts through one or more channels (“endpoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an email message; or (d) your American First National Bank Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device’s number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**2. ALERTS VIA TEXT MESSAGE.** To stop alerts via text message, text “STOP” to 31727 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in American First National Bank Online Banking. For help with SMS text alerts, text “HELP” to 31727. In case of questions please contact customer service at 877-473-1888. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**3. LIMITATIONS.** American First National Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside American First National Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold American First National Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**4. ALERT INFORMATION.** As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

Member FDIC 4/7/2022