
Net 24

Online Access Agreement and Disclosure

WOODHAVEN NATIONAL BANK

Mansfield Community Bank

Woodhaven National Bank, Rhome Branch

Ridglea Bank

Woodhaven Bank Northeast

Woodhaven Bank Fossil Creek

Mercantile Bank



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ONLINE BANKING AGREEMENT

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Introduction

This Consumer Internet Banking Service Agreement and Disclosure (the "Agreement") for accessing your accounts via Woodhaven National Bank (WNB) Net24 Internet Banking, explains the terms and conditions governing banking services now or hereafter offered to customers by Woodhaven National Bank. This Agreement will become effective when you are issued a password for WNB 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 National Bank. "You" refers to each signer 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.

Internet Banking Services

Through Internet Banking, you may:

- View account balances and review transaction history
- View in-clearings prior to posting (Memo Post)
- Transfer money between accounts
- Pay bills to any merchant, institution or individual with a U.S. address
- Export History to personal financial software such as Quicken (including Quicken 2005 or later) and Microsoft Money
- Request Stop payments

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

- Multiple Account Controls
- Wire Transfer
- EFTPS Tax Payments (With approval & authorization from Internal Revenue Service)
- Payroll/Direct Deposit
- ACH Origination
- Currency Ordering

Contact Customer Service at (817) 547-9201 or e-mail us your company name, contact person, and phone number and we will provide additional information and pricing.

New Services

We may, from time to time, introduce new Internet banking services. When this happens, we will update our website to include them. 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 National 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) 547-9201. 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) 547-9201.

Virus Protection

Woodhaven National 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.

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 recommend that you change your password regularly, and we will require a password change every 180 days. 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. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize your password and do not write it down. You are responsible for keeping your password and account data confidential. Any person who has your password has the same accessibility as you have on Internet Banking. **At no time will you be required to reveal this password to any Bank personnel.**

Hours of Accessibility

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

Balance Inquiries and Transfers

You may use Internet Banking to check the balance of your accounts and to transfer funds among enrolled accounts. According to Federal Regulations, you may not make more than (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 Savings account during a given quarterly statement cycle. There are no limits to the number of transfers from your checking 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. A transfer request may not result in immediate availability because of the time required to process the request. If you have further questions contact us at (817) 547-9201. The transfer cut off time is at 3:00 PM Central Standard Time.

Stop Payments

You can make stop payment requests through the system until 3:00 PM Central Standard Time. These requests 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. You will be required to sign a written confirmation of your online stop payment request. Such confirmation will be mailed to the address on file; and it is your responsibility to sign and return the confirmation, within the time specified on the stop payment order, for your stop payment request to be validated.

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 National Bank Customer Service at (817) 547-9201, or write to Woodhaven National Bank at P. O. Box 24248, Fort Worth, Texas 76124.

Bill Pay Service

Bill payment through the Internet is provided to you for your convenience. The actual payment of such bills is handled by an independent third party, iPay Technologies, and Woodhaven National Bank cannot and will not guarantee or be held responsible for completion and accuracy of such transactions. This is your bill paying agreement with Woodhaven National Bank. You may use Woodhaven National Bank's bill paying service to direct Woodhaven National Bank to make payments from your designated checking account to the Payees you choose in accordance with this agreement. The terms and conditions of this 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" or "your" means each person who is authorized to use the service. "Payee" means anyone, including Woodhaven National Bank, you designate and Woodhaven National Bank accepts as a payee.

The Bill Pay Service allows you to schedule bill payments through Internet Banking via a secure login. You can arrange, at your option, for the payment of your current, future and recurring bills from any deposit account, up to the available balance in the account on the business day. There is no limit to the number of payments that may be authorized; however, there is a \$10,000 per item limit on all bill payments. You may pay any merchant or individual that has a mailing address in the United States or any merchant or individual that appears on the drop down lists provided.

By furnishing us with the names of your payees/merchants and their addresses, you authorize Woodhaven National Bank and iPay Technologies to follow the payment instructions to these payees/merchants that you provide us via Internet Banking. When we receive a payment instruction, it is forwarded to iPay Technologies. They will remit funds to the payee on your behalf, from the funds in your selected account, on the day you have instructed them 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 (whether these payments are made electronically or by check) will be withdrawn from your account ON THE DAY the payment is scheduled TO BE SENT TO THE PAYEE ("Payment Date").

How to setup Payees/ Payments

ACCESSING THE SERVICE When you complete your bill paying enrollment form, you will select a USER I.D. and Personal Identification Number (PIN). Woodhaven National Bank will make every effort to accommodate your request. Each time you access the Service, you will be asked to enter your USER ID AND PIN. Correct responses will give you access to the Service. Woodhaven National Bank reserves the right to refuse the designation of a Payee for any reason. Each Payee accepted by Woodhaven National Bank will be assigned a payee code. You may pay any payee you wish in the U.S. Woodhaven National Bank is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee, or if you attempt to pay a Payee that is not on your Authorized Payee list.

The Bill Paying Process

Single Payments

A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by Woodhaven National Bank, is currently 3:00 P.M. Central Standard Time. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.

Recurring Payments

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

If the recurring payment's "Pay Backward" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date. If the recurring payment's "Pay Backward" option is not selected (or if the "Pay Backward" option is not available), the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

For Single and Recurring Payments, **YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE**, for each bill payment to reach the Payee. [For Midwest subscribers, allow seven (7) days and for West Coast subscribers, allow eight (8) days.] Any bill payment can be changed or canceled, provided you access the Bill Pay Service prior to the cut-off time on the business day prior to the business day the bill payment is going to be initiated.

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 National Bank. Woodhaven National 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 National 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 National Bank, at its option, may charge any of your accounts with Woodhaven National Bank to cover such payment obligations.

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

NOTE: Any payments made with Bill Pay 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 sufficiently in advance of the due date of your payment.

We 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, we 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. We will also not be liable if there are insufficient funds or credit availability in your designated payment account; if 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. We will not be liable for indirect, special, or consequential damages arising out of the use of Bill Pay.

For bill payment support, please call our toll free support line at (800) 914-7054. If, for any reason, you should ever wish to cancel the Internet Banking Bill Payment service, please contact the Customer Service Dept. at (817) 547-9201 at any of our locations, or E-mail the Bank or send us cancellation instructions in writing to Woodhaven National Bank, P. O. Box 24248, Fort Worth, TX 76124. We will continue to maintain your accounts until you notify us otherwise.

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

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

Net24 Internet Access with Woodhaven Bill Payment **+** (Plus): \$2.95 monthly fee

The fee for the **Woodhaven Bill Pay Service** is FREE, for an unlimited number of monthly payments. **Woodhaven Bill Pay + Plus** is an easy-to-use, feature-rich bill payment service with an abundance of flexibility that allows you to pay anyone who has a postal or email address, and it provides additional features including bill pay reminders, added security functions, pay from multiple bank accounts, and much more. The fee for the Woodhaven Bill Pay + (Plus) Service is \$2.95 per month, 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.

Written Correspondence to Payee: \$10.00

Per proof of Payment not necessitated by a dispute: \$10.00

Payments returned due to customer error: \$5.00

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

Overdraft Fee – for each overdraft paid: \$30.00

Expedited Payment Fees will include:

- Overnight Fee: \$14.95
- 2nd Day Fee: \$9.95

Gift Pay Fees will include:

- Gift Check: \$2.99
- Charitable Donations Fee: \$1.99

Woodhaven National 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.

Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or received when you opened your account, which discloses important information concerning your rights and obligations.

Amendment and Termination

Woodhaven National 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 National Bank's records, by posting notice in branches of Woodhaven National Bank, or as otherwise permitted by law.

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