



American Bank E-Banking Suite

AmBank Business Online

Access Agreement

You agree that any information or disclosures or notices supplemental to or under this Agreement or by law or regulation or any amendments to this Agreement may be sent to you by electronic communication, including by e-mail to you or by posting on American Bank's website at www.ambankwaco.com.

I. Introduction

II. Accessing Your Bank Accounts through AmBank Business Online

- A. Requirements
- B. Fees
- C. Electronic Mail (e-mail)
- D. New Services
- E. Benefits of Using AmBank Business Online
- F. Log In

III. Terms and Conditions

- A. Your Password
- B. Payment Account
- C. Our Liability
- D. Hours of Accessibility
- E. Additional Terms and Conditions

IV. General Terms

- A. Changes to Charges, Fees or Other Terms
- B. Disclosure of Account Information
- C. Questions or Error Correction on AmBank Business Online Transactions
- D. Other General Terms

V. Protecting Your Account

- A. Preventing Misuse of Your Account
- B. Unauthorized Transactions in Your American Bank Accounts

VI. Fees and Charges

I. Introduction

This Online Access Agreement for accessing your accounts via American Bank's AmBank Business Online explains the terms and conditions governing the following online services: Online Banking and other banking services offered through American Bank's AmBank Business Online. The accounts that may be accessed via the Internet include only accounts maintained with American Bank. By using American Bank's AmBank Business Online you agree to abide by the terms and conditions of this Online Access Agreement. American Bank's AmBank Business Online will be governed by and interpreted in accordance with all applicable federal laws, regulations and the laws of the state of Texas. The following rules will apply to the extent there is no applicable federal law or regulation. The account or service you are accessing via American Bank will be governed by and interpreted in accordance with the laws of Texas. The terms "we," "us," "our," and "Bank" refers to American Bank. "You" refers to each signer on an account. The term "business day" means every day except Saturdays, Sundays and federal holidays. All times referenced are Central Time. AmBank Business Online can be used to access certain accounts through American Bank. The applicable Terms and Conditions of our Account Agreement (your "Terms and Conditions Disclosure Agreement") also govern each of your accounts at the Bank.

II. Accessing Your Bank Accounts through AmBank Business Online

A. Requirements

To access your account through AmBank Business Online, you must have an eligible Bank account (listed below) and an online password.

Accounts Accessible through AmBank Business Online:

- Checking Accounts
- Money Market Checking
- Savings Accounts and Certificates of Deposit
- Loans

B. Fees

There are monthly and/or transaction fees for accessing your account(s) through AmBank Business Online. See Section VI for a description fees and charges. Other fees, as described in the applicable Terms and Conditions Disclosure Agreement, may apply to services ordered online. Please note that fees may be assessed and billed separately by your Internet service provider.

C. Electronic Mail (e-mail)

Sending e-mail through AmBank Business Online is a way to communicate with customer service of the Bank. To ensure the security of your account information, we recommend that you use e-mail when asking specific questions about your account(s). However, never transmit confidential information via Internet e-mail. You cannot use e-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within American Bank's AmBank Business Online or call 254.799.4921.

D. New Services

American Bank may, from time to time, introduce new AmBank Business Online services. We will update this Online Access Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms contained in this Online Access Agreement.

E. Benefits of Using AmBank Business Online

Through AmBank Business Online, you can manage your eligible personal or business accounts from your home or office on your personal computer. You can use AmBank Business Online to:

- View account balances and review transaction history in "real-time."
- Transfer money between accounts.
- Transfer money to pay your American Bank loans.

- Set up an Automatic Transfer to make monthly transfers from one account to another.
- Communicate directly with customer service of the Bank via e-mail.
- Initiate ACH Transactions and Wire Transfers
- View check images
- Place Stop Payments

F. Log In

The password used to log in to access AmBank Business Online is case sensitive. This means that it is sensitive to upper and lower case letters. For this reason, it is very important to remember how you logged in the first time.

III. Terms and Conditions

The first time you access any of your accounts through AmBank Business Online, we confirm your agreement to be bound by all the terms and conditions of this Online Access Agreement and acknowledge your receipt and understanding of this disclosure.

A. Your AmBank Business Online Password

You will be given an online Password that will give you access to your accounts through AmBank Business Online. This password can be changed within AmBank Business Online. We recommend that you change your password regularly. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize this online password and do not write it down or give it to anyone. You are responsible for keeping your password and account data confidential.

B. Payment Account

You agree to pay promptly all fees and charges for services provided under this agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify us and identify a new payment account for the selected services. Additionally, if you close all your accounts, you must notify Customer Service to cancel your AmBank Business Online service.

Your AmBank Business Online services may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, AmBank Business Online services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call Customer Service at 254.799.4921.

You agree to be responsible for any telephone charges, which you incur by accessing your account through AmBank Business Online.

If you wish to cancel any of your Online Services offered through AmBank Business Online, please contact Customer Service at 254.799.4921 or send us cancellation instructions in writing to American Bank, Customer Service, P. O. Box 154068, Waco, Texas 76715-4068.

C. Our Liability

Except as specifically provided in this Online Access Agreement or where the law requires different standards, you agree that neither we nor the service providers will be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, the Bank, OR by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), OR by Internet access providers OR by online service providers OR by an agent or subcontractor of any of the foregoing, nor will we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, AmBank Business Online, or Internet browser or access software.

D. Hours of Accessibility

You can access your accounts through AmBank Business Online seven days a week, 24 hours a day. However, at certain times, some or all of American Bank's Online services may not be available due to system maintenance. During these times, you may use TeleBANK, an American Bank ATM or a branch to conduct your transactions.

For an transfer initiated through AmBank Business Online to post to your account the same day, the following schedule must be maintained:

- Internal Transfer: Transfer request must be received by American Bank by 3:00 pm. All transfers completed after 3:00 p.m. on a business day or on a Saturday, Sunday or banking holiday will be posted on the next business day.
- ACH Transfer: Transfer request must be received by American Bank by 12:00 pm. All transfers completed after 12:00 p.m. on a business day or on a Saturday, Sunday or banking holiday will be posted on the next business day.
- Wire Transfer: Transfer request must be received by American Bank by 2:00 pm. All transfers completed after 2:00 p.m. on a business day or on a Saturday, Sunday or banking holiday will be posted on the next business day.

E. Additional Terms and Conditions

- Obtaining Account Balance and Transaction History – You can obtain balance and transaction history of all eligible accounts that are enrolled in AmBank Business Online. See Section II for specific accounts accessible through AmBank Business Online.
- Transferring funds – The number of transfers from a savings account is limited as described in the applicable Terms and Conditions Disclosure Agreement. 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.

IV. General Terms

A. Changes to Charges, Fees or Other Terms

We reserve the right to change the charges, fees or other terms described in this Online Access Agreement. When changes are made to any fees, charges, or other material terms, we will update this Online Access Agreement and either send a notice to you at the address shown on our records, or send you an electronic mail message (e-mail). The notice will be posted or sent at least thirty days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, 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 electronic or written notice within thirty days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. The applicable Terms and Conditions Disclosure Agreement governs changes to fees applicable to specific accounts.

B. Disclosure of Account Information

The Bank will not disclose information you have provided, or that we have obtained about your accounts and the transfers you make, except in accordance with the Bank's Privacy Policy.

C. Questions or Error Correction on AmBank Business Online

In case of questions or errors about online funds transfers made through AmBank Business Online involving a Bank account, you should do one of the following:

- E-mail Customer Service at cs@ambankwaco.com.
- Call Customer Service at 254.799.4921.
- Write to American Bank, Customer Service, P. O. Box 154068, Waco, Texas 767015-4068, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need more information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty days after we have sent the first paper or online statement on which the problem or error appeared. If you notify us orally, we may require that you send us your complaint or question in writing within ten business days. When you tell us about the problem, please:
 - Tell us your name and account number.
 - Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is in error or why you need additional information.
 - Tell us the dollar amount of the suspected error. We will determine whether an error occurred within ten business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to forty-five calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within ten business days, we may not provisionally credit your account while we complete our investigation. We will tell you the results of our investigation within three business days after we complete our investigation. If we

decide that there was not an error, we will send you a written explanation. We will provide copies of the documents used in our investigation upon your request. If we do not complete a transfer to or from your Bank account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided elsewhere in this Agreement.

However, there are some exceptions. We will not be liable:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account has been frozen.
- If your account is closed.
- If the transfer or bill payment would cause your balance to go over the credit limit for any convenience credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly and you knew about the breakdown when you started the transfer.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on an ACH payment.
- If you have not properly followed the instructions for using AmBank Business Online service.
- If circumstances beyond our control (such as flood, fire or improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us. American Bank cannot be responsible for customer errors or negligent use of the AmBank Business Online service and will not cover losses due to:
 - Input errors or misuse of Internet Banking.
 - Your negligent handling or sharing of passwords leading to an unauthorized access to your accounts.
 - Leaving your computer unattended during an Online Banking session. You must "Sign Off/Log Off" to end your session.
 - Failure to report known incidents of unauthorized account access within two business days.

D. Other General Terms

- Other Agreements – In addition to this Online Access Agreement you agree to be bound by and will comply with the requirements of the applicable Terms and Conditions Disclosure Agreement, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable state and federal laws and regulations. We agree to be bound by them also.
- Bank's Right to Terminate this Agreement – The Bank reserves the right to terminate this Online Access Agreement and your access to Online Services through AmBank Business Online, in whole or in part, at any time.

V. Protecting your Account

A. Preventing Misuse of Your Account

Your role is very important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call Customer Service at 254.799.4921 or write us at American Bank, Customer Service, P. O. Box 154068, Waco, Texas 767015-4068.

Protecting Personal Information – In addition to protecting your account information, you should take precautions to protect your personal identification information, such as your Social Security Number, driver's license number, etc. The disclosure of the information by itself or together with information regarding your account may allow unauthorized access to your account(s). It is your sole responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your Online Password – The password that is used to gain access on Online Services through American Bank should be kept confidential. For your protection we recommend that you change your online password regularly. We recommend that you memorize this online password and do not write it down. You are responsible for keeping your password, account numbers and other data confidential. If you believe that your online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your authorization or permission, immediately notify American Bank Customer Service at 254.799.4921 or write us at American Bank, Customer Service, P. O. Box 154068, Waco, Texas 767015-4068.

B. Unauthorized Transactions in Your Bank Accounts

Notify us immediately if you believe another person has improperly obtained your online password. Also notify us if someone has transferred or may transfer money from your Bank deposit account without your authorization or permission, or if you suspect any fraudulent activity on your account. Only reveal your account information number to a legitimate entity for a purpose you authorize (such as your utility company or insurance company for automatic payments). To notify us, call Customer Service at 254.799.4921 or write to American Bank, Customer Service, P. O. Box 154068, Waco, Texas 76715-4068.

If your online password has been compromised and an unauthorized transfer has occurred and you tell us within two business days after you learn of the theft or loss, you can lose no more than \$50 if someone used your online password without your authorization or permission to access a Bank deposit account. If you DO NOT tell us within two business days after your learn of the theft or loss, and we could have stopped someone from taking money without your authorization or permission had you told us, you could lose as much as \$500.

Also, if your statement shows transfers, withdrawals or purchases you did not make or authorize, please notify us at once. If you do not notify us within sixty calendar days after the paper or online statement was sent 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 calendar days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.

VI. Fees and Charges: See Fee Schedule

I have received a copy of the AmBank Business Online Access Agreement.

Name Printed

Signed

Dated