

ELECTRONIC SERVICES AGREEMENT

This Agreement describes your rights and obligations as a user of the Online Banking service. ("Service"). It also describes the rights and obligations of Community National Bank. Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

Definitions:

The following definitions apply in this Agreement. "Online Banking" is the Internet-based service providing access to your Community National Bank account(s); "Online Account" means any Community National Bank account from which you will be conducting transactions using a Service; and "Password" is the system-generated code sent to you by Community National Bank for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service. "Time of day" references are to Central Standard Time or Central Daylight Time, as applicable. "We", "us" or "Bank" refer to Community National Bank, which offers the Services and which holds the accounts accessed by the Services.

Access to Services

Community National Bank will provide instructions on how to use the Online Banking service. You will gain access to your Online Accounts through the use of your Internet-enabled device, your Internet Service Provider, your login ID and Password. Community National Bank's CNB \$SMART App service is not available in New York, Ohio, or Pennsylvania.

Use of Your Security Password

You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. You agree to assume responsibility for all transactions with respect to your online account.

If your Password has been lost or stolen

If your Password has been lost or stolen, call Community National Bank immediately at (830) 426-3066, 8:00 a.m. to 5:00 p.m. (Central Time), Monday through Friday. Telephoning Community National Bank is the best way of minimizing your losses. You will need to contact Community National Bank within four business days after learning of the loss or theft of your password or as soon as possible.

If your statement shows transfers that you did not make

If your statement shows transfers that you did not make, notify Community National Bank immediately by calling (830) 426-3066, 8:00 a.m. to 5:00 p.m. (Central Time), Monday through Friday or writing Community National Bank at:

Community National Bank
On-Line Banking
P.O. Box 130
Hondo, TX 78861

You are solely responsible for losses resulting from the unauthorized use of your password and your online account.

Banking Transactions with Online Banking

In addition to viewing account information, you may use Online Banking to conduct the following transactions:

(1) Transfer funds among your checking accounts, savings account, and money market accounts. NOTE: Because

regulations require Community National Bank to limit preauthorized transfers (including Online Banking transfers), the following limitations apply:

(a) Statement Savings Account – You can make no more than **three** transfers per statement period by preauthorized or automatic transfer or by telephone or Online Banking.

(b) Money Market Account – You can make no more than **six** withdrawals per statement period by preauthorized or automatic transfer or by telephone or Online Banking and no more than **three** of these may be by check or draft.

(2) New services may be introduced for Online Banking from time to time. Community National Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules covering each, which will be made available to you concerning each new service.

Electronic Mail

If you send Community National Bank an electronic mail message, Community National Bank will be deemed to have received it on the following business day. Community National Bank will have a reasonable time to act on your e-mail.

You should not rely on electronic mail if you need to communicate with Community National Bank immediately – for example, if you need to report an unauthorized transaction on one of your accounts or if you need to stop a payment that is scheduled to occur.

You agree that Community National Bank may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by Community National Bank shall be considered received within three (3) days of the date sent by Community National Bank, regardless of whether or not you sign on to the Service within that time frame.

Other agreements

In addition to this Agreement, you and Community National Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at Community National Bank. Fees, for our services used, including fees for stop payments will automatically be deducted from your account when applicable.

Hours of Operation

The Services are available 24 hours a day, seven days a week, except during special maintenance periods. For purposes of transactions, Community National Bank's business days are Monday through Friday, excluding holidays. All Online Banking transaction requests received after 4:00 p.m. on business days and all transactions, which are requested on Saturdays, Sundays, or holidays on which Community National Bank chooses to remain closed, will be processed on the next business day. Community National Bank's business day begins at 8:00 a.m.

Modifications to this Agreement

Community National Bank may modify the terms and conditions applicable to any Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will be deemed to have received it three days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

Errors and questions

In case of errors or questions regarding Online Banking transactions, call Community National Bank at (830) 426-3066 or write us at:

Community National Bank
Online Banking
P.O. Box 130
Hondo, TX 78861

You must contact us at the specified telephone number or address no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your name and account number.
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information.
3. The dollar amount of the suspected error and date on which it occurred.

If the report is made orally, you must send the complaint or question to Community National Bank in writing within 10 business days. We will notify you with the results of the investigation within 10 business days after you notified us. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will provisionally credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is complete.

If an alleged error involves an electronic funds transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45).

If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete, and any provisional credit to your account with respect thereto shall be reversed. You may request copies of the documents that were used in the investigation.

You agree that Community National Bank may respond to you by electronic mail with regard to any claim of unauthorized electronic funds transfer related to the Service. Any such electronic mail sent to you by Community National Bank shall be considered received within three (3) days of the date sent by Community National Bank, regardless of whether or not you sign on to the Service within that time frame.

Statements

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

Our liability for failure to make a transfer

If we do not properly complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for the amount of any actual (but not incidental or consequential) damages incurred by you and resulting directly from such failure. We will not be liable in the following instances :

- (1) If through no fault of Community National Bank, you do not have enough money in your account to make the transfer.
- (2) If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failures or breakdown, or the unauthorized actions of a third party) prevent the transfer, despite reasonable precautions that we have taken.
- (3) If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
- (4) If your funds are subject to legal process or other encumbrance restricting the transfer.
- (5) If your transfer authorization terminates by operation of law.
- (6) Access of your accounts without your permission.
- (7) You have not properly followed the scheduling instructions on how to make a transfer included in this Agreement.
- (8) If we have received incomplete or inaccurate information from you or a third party involving that account or transfer.
- (9) If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed in subparagraph 2 or 9 above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

Disclosure of information to third parties

We will disclose information to third parties about your account or the transfer you make:

- (1) where it is necessary for completing a transfer or transaction. Or,
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant. Or,
- (3) in order to comply with government or court orders, or other reporting requirements. Or,
- (4) if you give us your written permission. Or,
- (5) as required or allowed by law.

More information regarding disclosure of information to third parties is contained in the Community National Bank Online Banking Privacy Policy and Community National Bank's Notice of Your Privacy Rights.

Inactivity; Termination

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We can terminate your electronic banking privileges under this Agreement without notice to you if you do not pay any fee required by this Agreement when due, or if you do not comply with the agreement governing your deposit or loan accounts, or if your accounts are not maintained in good standing, or for any other reason at the discretion of Community National Bank. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

Unless you are paying a monthly service charge to the Bank for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 90-day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

To cancel Online Banking service, you must notify Community National Bank and provide your name, address, account number(s), and the effective date to stop the service. You may notify Community National Bank by one of the following methods:

- (1) By sending an e-mail to cnbnethelp@cnbanktx.com
- (2) By calling (830) 426-3066, 8:00 a.m. to 5:00 p.m. (Central Time), Monday through Friday
- (3) By writing a letter and either sending it to the following address or giving it to a Customer Service Representative at Community National Bank:

Community National Bank
Online Banking
P.O. Box 130
Hondo, TX 78861

Governing Law

This Agreement is governed by the laws of the State of Texas and applicable federal