

# Charter Bank

## Internet Banking Application Agreement and Disclosure Statement

This agreement is between the User (hereinafter called “user”, “you”, “your”, who is any person who establishes a Charter Bank Internet Banking account with us or who uses or is authorized to use a Charter Bank Internet Banking identification number and password (hereinafter called “required keys”), and Charter Bank of Corpus Christi, Texas, (hereinafter called “Bank”, “us”, “we”, “our”, or “Charter Bank Internet Banking”). “Charter Bank Internet Banking” also means our service that allows you to make payments, transfer funds, access accounts, obtain information and perform other transactions related to your Charter Bank accounts over the Internet by use of a personal computer and modem and/or other means we authorize or allow. This agreement and the Charter Bank Internet Banking application state the terms and conditions that apply when you use Charter Bank Internet Banking service and the Bill Pay service. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all of our instructions, rules, and procedures applicable to the services covered by this agreement. Your signature below on the Charter Bank Internet Banking application or your use of Charter Bank Internet Banking is your agreement to abide by the terms and conditions of this agreement.

**Required Equipment and Software.** You are responsible for providing and maintaining the computer, modem, or other Internet access device, software, browser and Internet Service Provider (ISP) necessary to access Charter Bank Internet Banking.

**Identification Numbers and Passwords (“Required Keys”).** We will assign required keys to you. To access Charter Bank Internet Banking services you must use your required keys. A Charter Bank Internet Banking transaction does not have to originate from your computer. Anyone to whom you give your required keys will have access to your Charter Bank Internet Banking account and the Charter Bank accounts you designate for access (“designated accounts”). Anyone who obtains your required keys will have access to your Charter Bank Internet Banking account and designated accounts. For security purposes, it is recommended that you memorize your required keys and do not write them down. **You are responsible for keeping your required keys confidential.**

**Unauthorized Transactions or Loss or Theft of Your Required Keys.** If you know or believe that your required keys have been lost or stolen or that someone has used them without your authorization, call us immediately at 361-241-7681 or 361-790-7618 during normal business hours (Monday – Friday 9:00 A.M. – 5:00 P.M.) or e-mail us immediately at [customerservice@charterbankcc.com](mailto:customerservice@charterbankcc.com) or write us at P.O. Box 10306, Corpus Christi, Texas 78460. **Do not** include your account number or social security number in the e-mail. Simply tell us about your problem and how we can talk to you by telephone. We will contact you as soon as possible.

**Withdrawals, Payments and Transfers.** Designated accounts must require only one signature for withdrawals and you must be an authorized signer on each account. The account that you designate as your “Payment Account” will be the account from which Charter Bank Internet Banking and Bill Pay fees (if any) will be taken.

**Charter Bank Internet Banking Transactions.** You, or someone you have authorized by giving them your required keys, can instruct us to perform the following transactions: 1) transfer funds between your Charter Bank designated accounts; 2) view and print information about your designated accounts; 3) schedule or change transactions through the Bill Pay service (if applicable); and 4) perform other services as may be allowed with Charter Bank Internet Banking. **No transaction orders can be made via e-mail.**

**Limits on Charter Bank Internet Banking Transactions.** There must be enough available funds or credit in each designated account for which you instruct us to make a payment or transfer. Certain Charter Bank accounts are or can become ineligible to be included as designated accounts. We reserve the right to change the terms of this agreement or cancel Charter Bank Internet Banking, and/or the Bill Pay service to you at any time. You will be notified of any adverse action taken and the reasons therefore. Notice from us to any one of you is notice to all of you. All transaction limits, terms, conditions, and fees that apply to your Charter Bank accounts continue to apply to your designated accounts. If you have Bill Pay service you agree that payments may be made by us through our ordinary and customary channels, and that we are hereby absolved from any and all liabilities for loss arising from any cause beyond our control including, but not limited to (a) our reliance that the instructions are from an authorized user; (b) any delay, error, or omission of any mail, telegraph, cable, wireless operator, or communications or payment systems; or (c) the acts of edicts of any government authority or regulatory agency. We shall be under no obligation to obtain a receipt from the payee.

**Our Liability.** Except as specifically provided in this agreement or where a law requires a different standard, you agree that neither we nor any of our shareholders, directors, officers employees, agents, or Charter Bank Internet Banking service providers (“service providers”) shall be responsible for any loss, property damage or bodily injury, whether caused by any equipment, software, the Bank, or by Internet browser providers such as Netscape (Netscape Navigator browser( and Microsoft (Microsoft Explorer browser), or by Internet service providers or by an agent or subcontractor of any of the foregoing, nor shall we or any of our shareholders, directors, officers, employees, agents, or Charter Bank Internet Banking 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 any equipment, software, Charter Bank Internet Banking, or internet browser or access software.

**Business Days and Transfer and Payment Instructions.** Our Charter Bank Internet Banking service is generally available 24 hours a day, 7 days a week, but we do not guarantee availability on any given day. However, we only update information and process transactions on business days. Our business days are Monday through Friday. Bank holidays are not business days. Transfer instructions made after 6:00 PM CST using Charter Bank Internet Banking will be processed on the next business day. Instructions for Bill Pay transactions to be processed by check should be made at least 5 business days in advance of the payment due date and instructions for electronic payments should be made at least 3 business days prior to the payment due date in order to allow for adequate delivery time to your payee. New and recurring payments can have a start or end date until the year 2027. You may add, edit, or delete scheduled payments in the Bill Pay service Monday through Friday until 11:59 AM CST the day of the scheduled payment date. Scheduled payments that fall over a weekend will be processed on the previous Friday. Any new payment instructions that are created during a weekend will be processed on the following business day. Holiday processing occurs the business day prior to the holiday.

**Statements.** Your Charter Bank Internet Banking transactions will be indicated on the monthly or quarterly statements we provide or make accessible to you for your Charter Bank Internet Banking accounts. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement, or statement information.

**Fees.** Fees for Charter Bank Internet Banking and Bill Pay service are disclosed in a separate disclosure published and available in our bank lobby entitled "Charter Bank Schedule of Fees and Charges". You may obtain a copy by calling 361-241-7681. You will be provided a copy at the time we notify you that your Charter Bank Internet Banking account has been activated. We reserve the right to change these fees with proper written advance notice. You agree to pay us for any fees or other charges that remain unpaid at the time this agreement is terminated.

**Your Liability.** Each of you agrees to the terms of this agreement and the Charter Bank Internet Banking Schedule of Fees that pertain to your Charter Bank Internet Banking accounts. You authorize us to deduct those fees, as accrued, directly from the Payment Account balance. You are liable for all transactions that you make or authorize. Transactions that are made by someone to whom you furnish your required keys are authorized transactions. If you have given someone your required keys and want to terminate that person's authority as to future transactions, you must change your password or notify us.

A disclosure titled Charter Bank Internet Banking Electronic Funds Transfers, Your Rights and Responsibilities Disclosure Statement ("EFT") will be provided to you at the time we notify you that your Charter Bank Internet Banking account has been activated. The EFT contains further terms and conditions related to your Charter Bank Internet Banking account.

### Charter Bank Internet Banking Application

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Last Name	First Name	Middle Name/Initial	Social Security No./Tax I.D.
<input type="text"/>			
Business Name (if applicable)			
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Address	City and State	Zip	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Home Phone	Business Phone	Email address (required)	

Enter below the Charter Bank accounts that you wish to have access to via Charter Bank Internet Banking. All types of accounts that you have with us may be included except loan accounts involving bankruptcy or that have been designated by the bank as non-accrual or charged off. In addition, we reserve the right to require further information and to deny the Bill Pay service for business-related accounts on a case-by-case basis to limit our liability.

You will receive your Internet Banking I.D.# and instructions on how to use your Charter Bank Internet Banking account by mail when your account has been activated. Your password will be the last 4 digits of your SSN/Tax ID Number. You must have an eligible Charter Bank account in order to apply for a Charter Bank Internet Banking account.

Account Name	Account Number	Account Name	Account Number
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

I certify that I am an authorized signer of all the accounts listed above and that the information provided is true and correct. I authorize Charter Bank to access and verify any and all information included in this application. My signature below verifies that I have read the Charter Bank Internet Banking Agreement and Disclosure Statement and accept the terms and conditions therein.

Signature \_\_\_\_\_ Date \_\_\_\_\_

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#### Bill Pay Authorization:

By signing below I am requesting to use the Internet Bill Pay service. My signature below verifies that I have read the Charter Bank Internet Banking Agreement and Disclosure Statement and accept the terms and conditions therein, including any fees that may be assessed.

Signature \_\_\_\_\_ Date \_\_\_\_\_

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#### E-Statement Authorization:

By signing below I am requesting to receive my statements via E-Statements. My signature below verifies that I understand Charter Bank will no longer mail statements on my account(s).

Signature \_\_\_\_\_ Date \_\_\_\_\_