

Internet Banking External Transfer Service Agreement

1. What This Agreement Covers

This Agreement between you and Fidelity National Bank, West Memphis, AR governs the use of External Transfers within our Internet Banking Service. This Agreement supplements your Internet Banking Agreement and other deposit agreements with this Financial Institution.

2. Accepting the Agreement

When you accept these terms and conditions, you represent and warrant that you are an authorized user acting with full authority, and that you are duly authorized to execute this Agreement.

When you click on the “accept” button below, you represent that you are the owner of the account (s) selected for the External Transfer service and/or that you have been authorized by the owner of the accounts) to enroll for this service. Clicking on the “Accept” button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format.

If you do not agree to the terms of this Agreement and/or do not accept the electronic version of this agreement, select the cancel button.

3. Definitions

External Accounts - Accounts held by financial institutions **other than** Fidelity National Bank are referred to within this Agreement as “External Accounts”.

External Transfer – refers to the transfer of funds between your deposit accounts at Fidelity National Bank and accounts held at other financial institutions (External Accounts).

Inbound Transfer – refers to a transfer of funds “to” your deposit account(s) at Fidelity National Bank from an External Account.

Outbound Transfer - refers to the transfer of funds “from” your deposit account(s) at Fidelity National Bank to an External Account.

Next-Day Transfers - Funds are debited and credited within 1-2 business days after you initiate the external transfer request.

Three-Business-Day Transfers - Funds are debited the business day you initiate the external transfer request, and credited on the third (3rd) business day after you initiate the transfer.

Cut-off Time - The cut-off time for scheduling external transfers is 1:00 p.m. CST. Any External Transfer request made after the Cut-Off Time will be initiated the next business day.

4. Enrollment and Approval of External Accounts

You may enroll for the External Transfer feature within the Internet Banking Service. As part of the enrollment process, you will need to request approval of each External Account that you wish to use for the External Transfer service. You agree that you will only attempt to register accounts for which you have the authority to transfer funds.

5. Fees

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A. Inbound Transfers:

Inbound Transfers – No charge; there is no fee for transferring funds into the bank.

B. Outbound Transfers:

If you transfer money to External Accounts, the following transfer fees will apply:

Outbound Transfers - \$2.00 per transfer

6. Processing External Transfers

Most Inbound and Outbound Transfers will be considered next-day transfers. However, we reserve the right to process any transaction as a Three (3) Business Day transfer.

An External Transfer request remains in “processing” status until fully processed. Transfers in “processing” status will appear in “Transfer History” within the Transfer tab in the Internet Banking service.

Next-Day Transfers are only in “processing” status, until the close of the next business day after the transfer request is initiated.

3-Business-Day Transfers typically remain in “processing” status until the close of the third business day after the transfer request is initiated.

7. Transactional Limits

Transactional Dollar limits may be imposed for In-Bound and Out-bound Transfers. These limits will be disclosed to you upon approval of your External Account(s).

Any dollar limits imposed will apply to the total of all transfers to a specific External Account on any given day. Any transfer initiated on a day that is not a business day, as defined within our Internet Banking Agreement, counts toward the applicable limit for the next business day.

8. Editing or Canceling External Transfers

Pre-Scheduled External Transfer requests can be edited or canceled prior to Cut-Off Time on the scheduled processing date. After Cut-Off Time the External Transfer request is submitted to Fidelity National Bank and its service provider(s) for processing and we will not have sufficient time to respond to any cancellation requests.

9. Service Termination and Changes in Dollar Limits

You agree we may cancel your access to the External Transfer service, without prior notice, upon the occurrence of any of the following events, or any other event that creates an unanticipated liability for this Institution:

- Any of your accounts with Fidelity National Bank are not current or are not in good standing.
- You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Fidelity National Bank account during the current or three prior calendar months.
- You have had any prior External Transfer canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

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Furthermore, we may change the dollar limits for External Transfers at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits without prior notice upon occurrence of any of the events listed in this section of the Agreement.

10. Governing Law and Relation to Other Agreements

Accounts and services provided by Fidelity National Bank may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Texas, without regard to its conflicts of laws provisions.

