



Bill Pay Online Application

1. Please fill out the following form, then print it and:

2. Either mail the completed and signed form to The First National Bank of Livingston, Attn: Central Operations Department, P O Box 671, Livingston, TX 77351, fax it to Attn: Central Operations Department at 1-936-328-5500, or drop it off at any one of our convenient branch locations.

Note:

- Access to FNB's Online Banking is required to utilize our Bill Pay Online service. If you are not currently enrolled in Online Banking, please enroll now by clicking the First Time User link found in the Online Banking box on our website.
- Bill Payments are not allowed from accounts requiring two or more signatures, or from Savings Accounts or Investment Accounts.
- All Payees must be payable in U.S. dollars, and located in the United States.
- Bill Payments may not be made to a federal, state, or local government or tax unit.

Name (please print)			Social Security Number		
Mailing Address			Street Address		
City	State	Zip	City	State	Zip
Daytime Phone Number	Evening Phone Number		Date of Birth	Mother's Maiden Name	
First National Bank Checking Account to be used for Bill Payments:					
E-Mail Address					

I elect to use First National Bank's Bill Pay Online service. In order to prevent unauthorized access to my accounts, and to prevent unauthorized use of this online service, I agree to keep confidential, and to not give or make available, my Access ID or Password, or other means to access my online account to any person not authorized to access my accounts. If I permit any other persons or entity to use my online account by giving them my ID, Password, or other means to access my account, I am responsible for any transactions and activities they authorize from my accounts.

I have reviewed and understand the provisions of the Bill Payment Terms and conditions Agreement.

Signature (this form must have your signature to be processed)

Date

For Bank Use Only

Date Received: _____ Received By: _____ Changes made by: _____ Date: _____

Portfolio Number(s) Changed: _____

BILL PAYMENT TERMS AND CONDITIONS AGREEMENT

SERVICE DEFINITIONS

"Agreement" means these Terms and Conditions of the bill payment service.

"Bank" or "We" means The First National Bank of Livingston, Texas.

"Business Day" is every Monday through Friday, excluding bank holidays.

"Payee" is the person, company or entity to which the bill payment will be directed.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Bank but has not begun processing.

"Scheduled Payment Date" is the day your Payment Account will be debited and is also the day the Bank will begin processing your payment. If the scheduled payment date falls on a non-business day, the bank will begin processing the payment and your account will be debited on the next business day. Please note that the scheduled payment date is not the date that your Payee receives the scheduled online Bill Payment. Refer to Bill Payment Scheduling.

"Payment Account" is the checking account from which bill payments will be debited.

"Payment Instruction" is the information provided by you to the Bank for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Service" means the Bill Payment Service offered by First National Bank.

BILL PAYMENT RESTRICTIONS

Any Payee you request to pay through this Bill Payment service must be payable in U.S. dollars and located in the United States. Each Payee must appear on the Payee List you create with us. The bank is not liable if a Bill Payment is not completed because you provided incomplete or inaccurate account information. You must allow up to three business days for activation of each new payee.

Bill Payments are not allowed from accounts requiring two or more signatures for withdrawal, or from Savings Accounts or Investment Accounts.

The Bank reserves the right to select the most appropriate method in which to remit funds on your behalf to a Payee. These payment methods may include, but may not be limited to, an electronic payment, or a payment by check. The Bank allows you to make an unlimited number of Bill Payments.

The Bank reserves the right to refuse to pay any Payee to whom you may direct a payment. The Bank will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment.

BILL PAYMENT SCHEDULING AND PROCESSING

Transactions begin processing on your Scheduled Payment Date and will arrive approximately seven (7) Business Days after the Scheduled Payment Date. When scheduling payments you must select a Scheduled Payment Date that is no less than seven (7) Business Days before the actual Due Date, not the late date or the grace period. If you do not allow sufficient time for Bill Payment Online to process your request, you understand that you are responsible for any and all late fees, finance charges, and any actions taken by the payee.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Bank with names and account information of Payees to whom you wish to direct payments, you authorize the Bank to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Bank may edit or alter payment data formats in accordance with Payee directives.

When the Bank receives a Payment Instruction, you authorize the Bank to debit your Payment Account and remit funds on your behalf. You also authorize the Bank to credit your Payment Account for payments returned to the Bank by the Post Office or Payee, or payments remitted to you on behalf of another authorized user of this Service.

The Bank will use its best efforts to make all your payments promptly. However, the Bank is not liable in any way for damages or losses that you incur in the event that: a) you do not maintain sufficient funds in your account to make the payment; b) your estimate of the time required to deliver payment to the payee is inaccurate; c) payment is not delivered in a timely manner to the payee due to delays in mail delivery, changes of merchant address or account number, or any other circumstances beyond the Bank's control; or d) the payee fails to account correctly for or credit the payment in a timely manner.

Any bill payment that can not be processed due to insufficient funds in your account will be automatically reprocessed every day until sufficient funds become available, or you notify us in writing to cancel the payment. If the transaction can not be completed on the Scheduled Payment Date due to insufficient funds First National Bank will notify you by phone or in writing. However, the Bank is not responsible if we are unable to reach you, whether or not this is due to events beyond the Bank's control.

SERVICE FEES AND ADDITIONAL CHARGES

There is no fee for using the Bill Pay Online service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

PAYMENT CANCELLATION REQUESTS

You may cancel any Scheduled Payment (including recurring payments) by going Online to make the appropriate change, or by notifying the Bank in writing. If you choose to cancel a scheduled payment Online, it must be done prior to 5:00 PM on the date of the scheduled payment. If you notify us in writing, the notification must be received by the Bank at least two (2) Business Days prior to the Scheduled Payment Date. Once the Bank has begun processing a payment it cannot be canceled or stopped. There is no charge for canceling a Scheduled Payment.

EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Bank at once by calling

Customer Service at 936-327-1234, 7:30 A.M. to 5:30 P.M. CST Monday through Friday and 8:00 A.M. to 12:00 P.M. CST on Saturday.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or hospital stay) prevented you from telling us, we may extend the period.

ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should notify us as soon as possible via one of the following:

- Telephone us during normal customer service hours at 936-327-1234, 7:30am to 5:30pm CST Monday through Friday. and/or,
- Write us at:
First National Bank of Livingston
Attn: Central Operations
P.O. Box 671
Livingston, TX 77351-0671

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. Please include the following information about the problem:

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business Days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will re-credit your Payment Account within ten (10) Business Days for the amount you think is in error. We may revoke any provisional credit provided to you if we find an error did not occur.

If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not re-credit your Payment Account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If it is determined that there was no error we will mail you a written explanation. You may ask for copies of documents used in our investigation.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions.
- Where it is necessary for activating additional services.
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee.
- In order to comply with a governmental agency or court orders or as otherwise permitted by law
- If you give us written permission.

ALTERATIONS AND AMENDMENTS

This agreement, applicable fees and service charges may be altered or amended by the Bank from time to time. In such event, the Bank shall provide notice to you. Any use of the Service after the Bank provides you a notice of change will constitute your agreement to such change(s). Further, the Bank may, from time to time, revise or update the services, and/or related material, which may render all such prior versions obsolete. Consequently, the Bank reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Bank's more recent revisions and updates.

ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers, email addresses, and any changes in your Payment Account. Changes can be made either within the application or by contacting Customer Service. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account Information. The Bank is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may have the ability to do so by either:

Telephoning us during normal customer service hours at 936-327-1234, 7:30 AM to 5:30 PM Monday through Friday or 8:00 AM to 12:00 noon on Saturday; or,

Write is at: First National Bank of Livingston, Attn: Customer Service, 308 West Church Street, Livingston, Texas 77351.

Any payment(s) the Bank has already processed before the requested cancellation date will be completed by the Bank. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Bank may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

RETURNED PAYMENTS

In using the Service, you understand that Payees and/or the United States Post Office may return payments to the Bank for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Bank will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Bank.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Bank cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the

Bank reserves the right to request a review of your credit rating at its own expense through an authorized bureau.

ARBITRATION OF DISPUTES

IN THE EVENT OF A DISPUTE REGARDING THIS SERVICE, YOU AND THE BANK AGREE TO RESOLVE THE DISPUTE BY BINDING ARBITRATION. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the bank which supercedes any proposal or prior agreement, oral or written, and any other communications between you and the bank relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Bank says and the terms of this Agreement, the terms of this Agreement will prevail.

ASSIGNMENT

You may not assign this Agreement to any other party. The bank may assign this Agreement or delegate certain of its rights and responsibilities to independent contractors or other third parties.

NO WAIVER

The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any rights or remedies shall operate as a waiver of such rights and remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

GOVERNING LAW

The laws of the State of Texas shall govern this Agreement and all transactions hereunder, without giving effect to any conflicts of laws, rules or principles that might result in the application of the laws of another jurisdiction. You agree that you have received this Agreement, understand the terms and conditions set forth herein, and agree to be bound hereby.