



**OPTION ONLINE ENROLLMENT FORM**

Instructions: To enroll in Option Online, please fill in the information below including signing and dating the bottom of the form. Then, mail the form back to Community Bank & Trust. After we receive and process your application, you will receive a letter containing your Log-in ID and temporary password. Please use this password, in conjunction with your Log-in ID, to log in to Option Online. The first time you log in, you will be asked to change your password to a new, private password.

**CUSTOMER INFORMATION**

Are you a new user? ( ) Yes. ( ) No, I have enrolled before and want to update my information.

Name: \_\_\_\_\_

Social Security Number or Tax Payer Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Primary Contact for Account(s): \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**LOGIN ID**

Please list below two choices for you Login ID (example: JSmith). These must be a minimum of six to a maximum of ten letters and/or digits in length. If neither of your choices is available, the bank will issue you a valid Login ID.

1<sup>st</sup> Choice: \_\_\_\_\_

2<sup>nd</sup> Choice: \_\_\_\_\_

**REQUESTED SERVICES**

Internet Banking (no fee)       Online Bill Payment (monthly fee may apply)

**ACCOUNT INFORMATION**

Please flag each account for deposit only (D), view only (V), or full access (F).

Account #	Account Description	Flag

**SIGNATURES**

By signing below, I agree to the terms of Community Bank & Trust’s Online Access Agreement and Disclosures (attached to this form). I also authorize Community Bank & Trust to issue a Login ID and temporary password on my behalf, which I am required to change to a private password the first time I log in to the system.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BANK INFORMATION**

(To be completed by CB&T)

New Customer

Date: \_\_\_\_\_

Existing

Since: \_\_\_\_\_

Review: \_\_\_\_\_

Date: \_\_\_\_\_

CB&T Option Online ACCESS AGREEMENT AND  
ELECTRONIC FUND TRANSFER ACT DISCLOSURE

**Agreement** - This Agreement, which includes the Fee Schedule and Enrollment Form, is a contract which establishes the rules which cover your electronic access to your accounts at Community Bank & Trust ("CB&T") through Option Online. By using Option Online, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of the deposit agreements and disclosures for each of your CB&T accounts as well as your other agreements with CB&T, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Texas. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs, executors, administrators, successors, and assignees. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Enrollment Form and Fee Schedule, constitutes the entire agreement between you and CB&T with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

**Definitions** - As used in this Agreement, the words "we", "our", "us" and "CB&T" mean Community Bank & Trust. "You" and "your" refer to the accountholder authorized by CB&T to use Option Online under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through Option Online. "Account" or "accounts" means your accounts at CB&T. "Electronic funds transfers" means ATM withdrawals, pre-authorized transactions, point of sale transactions, transfers to and from your CB&T accounts using Option Online, including bill payments. "Option Online" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business days" means Monday through Friday. Holidays are not included.

**Access** - To use Option Online, you must have at least one checking account at CB&T, access to Internet service, and an e-mail address. Once we have received your signed Enrollment Form, and verified your account information, we will send you, either by e-mail or by postal mail, confirmation of our acceptance of your enrollment, along with your assigned log-in ID and temporary password. Option Online can be used to access only the CB&T accounts which you have designated for access by Option Online in your Enrollment Form. You can add or delete any of your CB&T accounts from this Agreement by completing a new Enrollment Form. Access to your accounts through Option Online will be based upon the identification of users and authority levels specified by you in your Enrollment Form. We undertake no obligation to monitor transactions through Option Online to determine that they are made on behalf of the accountholder.

**OPTION ONLINE** - You can use Option Online to check the balance of your CB&T accounts, view CB&T account histories, transfer funds between your CB&T accounts, view checks, change your address, and pay bills from your CB&T accounts in the amounts and on the dates you request if you have requested the Bill Payment Service on your Enrollment Form. Balance and activity information are available as of 3:00 p.m. (Central Standard Time) of the previous business day.

**Hours of Access** - You can use Option Online seven days a week, twenty-four hours a day, although some or all Option Online services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the CB&T Option Online website located at [www.cbtwaco.com](http://www.cbtwaco.com).

**Your Password** - For security purposes, you are required to change your password upon your initial login to Option Online. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to Option Online will be revoked. To re-establish your authorization to use Option Online, you must contact us to have your password reset or to obtain a new temporary password. We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

**Security** - You understand the importance of your role in preventing misuse of your accounts through Option Online and you agree to promptly examine your paper statement for each of your CB&T accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Option Online is encrypted in an effort to provide transmission security and Option Online utilizes identification technology to verify that the sender and receiver of Option Online transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the Option Online system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Option Online, or e-mail transmitted to and from us, will not be monitored or read by others.

**Fees and Charges** - You agree to pay the fees and charges for your use of Option Online as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from the CB&T checking account designated as the "Primary Checking Account" on your Enrollment Form. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Option Online.

**Posting of Transfers** - Transfers initiated through Option Online before 3:00 p.m. (Central Standard Time) on a business day are posted to your account the same day. Transfers completed after 3:00 p.m. (Central Standard Time) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. Option Online identifies transfers based upon the login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the View Postings screens in both the Transfer and Bill Payer menu options of Option Online will not reflect transfers made by multiple users from the same account if different login IDs are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

**Overdrafts** (Order of Payments, Transfers, and other Withdrawals) - If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- a. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;

- b. Electronic fund transfers initiated through Option Online which would result in an overdraft of your account may, at our discretion, be cancelled;
- c. In the event the electronic fund transfers initiated through Option Online which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

**Limits on Amounts and Frequency of Option Online Transactions** - The number of transfers from CB&T accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. 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.

**Option Online Bill Payment Service** - You must designate the CB&T account from which the payments are to be made; the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the date you want the payment to be debited from your account. If the date you want the payment to be debited from your account is not a business day, your account will be debited the next business day before 3:00 p.m. (Central Standard Time). By using the Option Online Bill Payment Service option, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. You also agree that your first Option Online bill payment will be charged to your Primary Checking Account. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

**Scheduling Option Online Payments** - If the payee is to be paid by paper, you understand and agree that paper checks are mailed to the payee and the payee may not receive the payment until 5 to 8 business days after the date the payment is debited from your account. If the payee is to be paid electronically, you understand and agree that the payee may not receive the payment until 72 hours after the date the payment is debited from your account. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party, such as the failure of the bill payment payee to properly post a payment to your account.

**How to Cancel a Bill Payment** - To cancel a bill payment that you have scheduled through Option Online, you must cancel the payment online via Option Online (by following the onscreen instructions) before 3:00 p.m. (Central Standard Time) on the date the payment is scheduled to be debited from your account.

**Stop Payment Requests** - Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment which has been paid electronically. You may be able to stop an Option Online bill payment paid by paper draft by contacting us by telephone before the paper draft has cleared. (You will have to contact us by telephone to determine if the paper draft has cleared.) If the paper draft has not cleared, we will immediately process your stop-payment request. We will notify you immediately if the paper draft has already cleared. To be effective, this type of stop-payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment, and the ID number from the Bill Payment View Posting Screen. If you make your stop payment request, we may also require you to put your request in the form of a paper writing and get it to us within 14 days after you call. You will incur stop payment charges as disclosed in the current fee schedule for the applicable account. Stop payment charges for Option Online bill payment paper drafts will be assessed in addition to the stop payment charges for the applicable account.

**Disclosure of Account Information and Transfers** - You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to Option Online. You agree and hereby authorize all of these transfers of information.

**Periodic Statements** - You will not receive a separate Option Online statement. Transfers to and from your accounts using Option Online will appear on the respective periodic paper statements for your CB&T accounts.

**Change in Terms** - We may change any term of this Agreement at any time. If the change would result in increased fees for any Option Online service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the CB&T Option Online website or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject Option Online Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce, or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments - Contact us as soon as you can, if you think your paper statement is wrong, or if you need more information about a transfer listed on your paper statement. We must hear from you no later than 60 days after we sent the FIRST paper statement upon which the problem or error appeared. When you contact us:

1. Tell us your name and account number.
2. Describe the error or 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.
3. Tell us the dollar amount of the suspected error.
4. If the suspected error relates to a bill payment made via the Option Online Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, and the payee account number for the payment in question. (This information appears on the Bill Payment View Posting Screen.)

If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in the form of a paper Writing by postal mail or fax within 10 business days.

We will communicate to you the results of our investigation within 10 business days after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and WE DO NOT receive it in the form of a paper writing within 10 business days, we may not provisionally credit your account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written

explanation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

**Our Liability for Failure to Make a Transfer** - If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make a transfer.
2. If a legal order directs us to prohibit withdrawals from the account.
3. If your account is closed, or if it has been frozen.
4. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
5. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
6. If any electronic terminal, telecommunication device, or any part of the Option Online electronic fund transfer system is not working properly, and you knew about the problem when you started the transfer.
7. If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
8. If you have not properly followed the on-screen instructions for using Option Online.
9. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

**Your Liability for Unauthorized Transfers** - CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any).

Also, if your paper statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper statement was mailed to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time periods.

**Disclaimer of Warranty and Limitation of Liability** - We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Option Online Services provided to you under this Agreement. We do not and cannot warrant that Option Online will operate without errors, or that any or all Option Online will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Option Online; including, loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of CB&T and its affiliates exceed the amounts paid by you for the services provided to you through Option Online.

**Your Right to Terminate** - You may cancel your Option Online service at any time by providing us with written notice by postal mail or fax. Your access to Option Online will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

*Our Right to Terminate* - You agree that we can terminate or limit your access to Option Online for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your CB&T accounts. Option Online service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon 3 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
3. After 6 months of non activity we will terminate the Option Online service. You would be required to go through the enrollment process again in order to be reinstated.
4. For any other reason is in our sole discretion.

**Communications between CB&T and You** - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

**E-mail** - You can contact us by e-mail at [optonline@cbtwaco.com](mailto:optonline@cbtwaco.com) (Please note that banking transactions through Option Online are not made via e-mail.)

**Telephone** - You can contact us by telephone at (254)753-1521.

**Facsimile** - You can contact us by fax at (254) 759-0246.

**Postal Mail** - You can write to us at:

Community Bank & Trust

P.O. Box 2303

Waco, Texas 76703.

**In Person** - You may visit us in person at any one of our locations:

Main bank at 1800 Washington Avenue

**Branches**

1409 Wooded Acres

8820 Chapel Road

**Consent to Electronic Delivery of Notices** - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the CB&T Option Online website or by e-mail. You agree to notify us immediately of any change in your e-mail address.