

Online Banking Agreement

By applying for internet banking services and accessing your accounts online, you agree to the following terms and agreements in addition to those contained in our Deposit Account Agreement, Funds Availability Disclosure, the Schedule of Fees, Electronic Fund Transfer Disclosure and signature card which was signed when the account(s) was opened.

Internet banking services, as provided by The Bank of Clovis and its third party providers allow each user the ability to access their authorized and/or eligible accounts to:

1. Get balance information about your checking and savings accounts.
2. Get deposit and withdrawal history about your checking and savings accounts.
3. Transfer funds between your checking and savings accounts.
4. Make payments from your checking or savings accounts to loan accounts with us.
5. Get images of documents paid on accounts.
6. Secure communication with The Bank of Clovis.
7. Other financial and informational services.

Internet Banking is a service provided by The Bank of Clovis and may be discontinued at any time at our discretion.

Upon application, you will be given a unique username and password to access the Internet Banking system. Your username and password are specific to you as an individual accessing your accounts, as well as identifying yourself to us as the person accessing the online service. You agree to:

1. Not disclose the password, username or other means to access the Internet Banking, or otherwise make it available to anyone else.
2. Immediately notify us of any loss, theft or compromise of your password.
3. Be liable for authorized and unauthorized use of the password as your authorization of the transactions initiated through the Internet Banking service.
4. Change your password from time to time for security reasons.

If joint parties to the account wish internet access, a separate username and password will be issued.

Internet Banking uses a secure e-mail system to inform the association of various customer service requests such as stop payments or check reordering which will be acted on when received and read by The Bank of Clovis personnel. If you send us a correspondence electronically, we would recommend this means as opposed to conventional, unsecured, e-mail.

You understand and agree that use of your connection to the internet is inherently insecure and that such a connection provides opportunity for unauthorized access by a

third party to your computer systems, networks and any and all information stored therein. All information transmitted and received through the internet is subject to unauthorized interception, diversion, corruption, loss, access, and disclosure. The Bank of Clovis shall not be responsible for any adverse consequences whatsoever of your connection to, or use of, the internet, and shall not be responsible for any use by you of an internet connection in violation of any law, rule, or regulation or violation of the intellectual property right of another.

Do not use this system to report a lost or stolen debit card - always phone 575-769-9000. If your username is dormant for a prolonged period of time, for security purposes, we may restrict access and require you to reapply. Fees for online requests such as stop payments, check copy requests or the like may apply. See our current schedule of fees for more information.

For your own protection, you will be logged off if there is prolonged inactivity during your online session.

If the Internet Banking service is not available due to malfunction of the system or circumstances beyond our control, you agree to access accounts by other means such as visiting our office, ATM access, check, debit card or by telephoning us. The Bank of Clovis and its third party providers will not be responsible or liable for any expenses incurred as a result of the service being unavailable.

Except as provided in this agreement or by laws which The Bank of Clovis is subject to, The Bank of Clovis and its third party providers are not responsible for any loss, injury, or damage, whether direct, indirect, special, consequential or exemplary damages, including lost profits (even if advised of the possibility thereof) caused by the Internet Banking service or the use of the Internet Banking service or arising in any way out of the installation, operation, or maintenance of your computer or related equipment.