



### CentraNet Manager Enrollment Form

Please print out, complete and sign this enrollment form in order to utilize the online cash management services provided through CentraNet Manager. You will need to mail, fax, or deliver the completed form to your account officer or any representative at a Central National Bank location.

**MAIL TO: CentraNet Banking**  
**P. O. Box 2525**  
**Waco, TX 76702-2525 (or) FAX TO: (254) 399-7356**

<b>Select if this is for</b>	<input type="checkbox"/> New User Enrollment	<input type="checkbox"/> Existing User Modification
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#### CUSTOMER INFORMATION

Company Name		Tax ID	
Address			
City	State	Zip	
Phone	Fax	E-mail	

#### ACCOUNT INFORMATION

Account Number <small>(You must be an authorized signer on each account.)</small>	Account Description <small>(Tell us what you would like to name this account.)</small>	Account Type <small>(Checking, Savings, Loan or Time Deposit)</small>

#### MANAGER SERVICES

#### SCHEDULE OF FEES

Select Desired Services	N	Y	Description
			All fees will be analyzed and charged to the primary account each month.
			Monthly Fee of \$49.95 plus cost of selected services.
ACH Origination			\$ .08 per transaction
Wire Transfer			\$15.00 per transaction
Bill Payment			No Charge

<b>FOR BANK USE</b>	
Received at CNB	
BY: _____	
Date: _____	
Signature Verification	
BY: _____	
Date: _____	

This signature authorizes Central National Bank to grant access as stated above. You understand that confidentiality of User IDs and Passwords is your responsibility and that you will promptly review account activity and notify Central National Bank if any errors are present. Irreversible account withdrawals might result if you grant access to this account to other persons. You are responsible for setting any access levels for other users if you choose to grant additional access. Central National Bank is not liable for errors that may result from your failure to properly administer the account and/or properly control your password.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_ Printed Name of Authorized Signer: \_\_\_\_\_

**CentraNet Banking Agreement  
Terms & Conditions**

**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 Central National Bank (CNB) through CentraNet Banking (CentraNet). By using CentraNet, 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 CNB accounts as well as your other agreements with CNB such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is subject to applicable federal laws and the laws of the State of Texas except to the extent this Agreement can and does vary such rules or laws. 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 and CNB's successors and assigns. 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 constitutes the entire agreement between you and CNB with respect to the subject matter hereof and there are no understandings or entire agreements relative hereto which are not fully expressed herein.

**Definitions** - As used in this Agreement, the words "we", "our", "us" and "CNB" mean Central National Bank. "You" and "your" refer to the accountholder which has been designated on your enrollment form and authorized by CNB to use CentraNet under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through CentraNet. "Account" or "accounts" means your accounts which have been designated on your enrollment form at CNB. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your CNB accounts using CentraNet including bill payments. "CentraNet" means the services provided pursuant to this Agreement, including the Bill Payment Service. A "Business day" means any Monday through Friday excluding holidays. "Current Balance" means your actual balance at the close of business on the preceding business day. "Account Balance" or the balance shown as a tally in your transaction history is your Current Balance plus or minus any pending transactions on your account. These would include ACH, debit card, Informant, CentraNet, ATM, and teller transactions. "Available Balance" is your Account Balance plus the balance available on your Overdraft Limit or BankLine.

**Access** - To use CentraNet, you must have at least one account at CNB, access to Internet service, and an e-mail address. Once we have received your signed Enrollment Form, and verified your account information, we will provide you, either in person, by phone, or by postal mail, confirmation of our acceptance of your enrollment, along with your assigned log-in ID and temporary password. CentraNet can be used to access only the CNB accounts which you have designated in your Enrollment Form. You can add or delete any of your CNB accounts from this Agreement by completing a new Enrollment Form. Access to your accounts through CentraNet will be based upon the identification and password of users on your Enrollment Form. WE UNDERTAKE NO OBLIGATION TO MONITOR TRANSACTIONS THROUGH SERVICES TO DETERMINE THAT THEY ARE MADE ON BEHALF OF THE ACCOUNTHOLDER.

**CentraNet Services** - You can use CentraNet to check the balance of your accounts, view account histories, transfer funds between accounts, order checks, make stop payment requests, view checks, and pay bills from your CNB accounts in the amounts and on the dates you request if you have requested the optional Bill Payment Service on your Enrollment Form. Balance and activity information are available immediately.

**Hours of Access** - You can access CentraNet seven days a week, twenty-four hours a day, although some or all CentraNet services may not be available occasionally due to emergency or scheduled CentraNet maintenance. We agree to post notice of any extended periods of non-availability on the CentraNet login screen.

**Your Password** - For security purposes, you are required to change your password upon your initial login to CentraNet. 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 CentraNet will be revoked. To re-establish your authorization to use CentraNet, 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 security purposes. 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 CentraNet and you agree to promptly examine your account statement for each of your CNB 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 CentraNet is encrypted in an effort to provide transmission security and CentraNet utilizes identification technology to verify that the sender and receiver of CentraNet transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that

CentraNet 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 transfers utilizing CentraNet 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 CentraNet Services as stated in the Enrollment Form. You agree that all such fees and charges will be deducted from the CNB checking account designated as the "Primary Checking Account" which is the first account listed 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 CentraNet.

**Posting of Transfers** - Transfers initiated through CentraNet before 6:00 PM. (Central Standard Time) on a business day are posted to your account and reflected in your Current Balance the same day. Transfers completed after 6:00 PM, on a business day or conducted on Saturday, Sunday or CNB holiday will be posted and reflected in your Current Balance on the next business day, however, they will be immediately reflected in your Available Balance. CentraNet identifies transfers based upon the login ID of the user who made the electronic transfer. 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 funds transfers initiated through CentraNet which would result in an overdraft of your account **will be** canceled.

**Limits** - The number of transfers from CNB 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 that portion of the funds held until the hold expires.

**CentraNet Bill Payment Service** - You must designate the CNB 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 made. If the date you want the payment to be made is not a business day, your account will be debited the previous business day if the bill pay method is electronic. If the bill pay method is paid by draft, then your account will not be debited until the draft clears your account. By using the CentraNet Bill Payment Service option, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "**Signature on File**", or by debiting and remitting funds on your behalf. You also agree that your fees for CentraNet 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 CentraNet Payments** - If the payee is to be paid by paper check (as indicated on the Bill Payer list), 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 scheduled date. If the payee is to be paid electronically (as indicated on the Bill Payment Payees List), 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 CentraNet, you must cancel the payment online via CentraNet and following the on screen instructions before 11:30 AM (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 you have written is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop payment. You may be able to stop a CentraNet 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 process your stop-payment request. 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. You may also initiate stop-payment requests via CentraNet for paper checks you have written on your CNB accounts. You must identify the name of the payee, the check number, the amount and date of the check. Stop payment requests initiated through CentraNet before 6:00 p.m. on a business day are processed the same day. Stop payment requests initiated after 6:00 p.m. on a business day or conducted on Saturday, Sunday, or CNB holiday will be processed on the next business day. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account.

**Periodic Statements** - You will not receive a separate CentraNet statement. Transfers to and from your accounts using CentraNet will appear on the respective periodic statement for your CNB 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 CentraNet service, increased liability for you, fewer types of available electronic funds 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 funds transfer CentraNet. We will post any required notice of the change in terms on the CNB CentraNet web site 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 funds 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 CentraNet Services indicates your acceptance of the change in

terms. We reserve the right to waive, reduce or reverse charges or fees. 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 statement is wrong, or if you need more information about a transfer listed on your statement. We must hear from you no later than 60 days after we sent the FIRST 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 CentraNet 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 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 within 10 business days, we may not provisionally credit your account. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. 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 posted to your account.

**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). If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission. If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500. Also, if your account statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the account 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 CENTRANET SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT CENTRANET WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL CENTRANET SERVICES 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 CENTRANET, 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 CNB AND ITS AFFILIATES EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES PROVIDED TO YOU THROUGH CENTRANET.

**Your Right to Terminate** - You may cancel your CentraNet Service at any time by providing us with written notice by postal mail or fax. Your access to CentraNet 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 CentraNet Services for any of the following reasons: (1) Without prior notice, if you have insufficient funds in any one of your CNB accounts. CentraNet Service may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits. (2) Upon 3 business day's notice, if you do not contact us to designate a new Primary Checking Account immediately after closing your Primary Checking Account. (3) Upon reasonable notice, for any other reason at our sole discretion.

**Arbitration** - The parties agree that any dispute between them and any claim made by either against the other arising under or related to this agreement or its construction or any act or omission with respect to or related to any obligation arising under or related to this agreement, including any question as to whether the dispute or claim is subject to arbitration hereunder, will be settled by arbitration. The arbitration will be conducted under the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator(s), including the amount of any damages suffered, will be final and binding on both parties. Each party will bear that party's own expenses in the arbitration proceedings for arbitrators fees, attorneys fees and all other costs involved.

**Communications between CNB and You** - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways: (1) E-mail - you can contact us by e-mail at [internetbanking@cnbwaco.com](mailto:internetbanking@cnbwaco.com) (2) Telephone - you can contact us by telephone at (254) 776-3800; (3) Fax - you can contact us by fax at (254) 399-7356; (4) Postal Mail - you can write to us at: Central National Bank, P O Box 2525, Waco, TX 76702-2525; or (5) you may visit us in person at any one of our banking center locations.

**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 funds transfer disclosures, may be made electronically by posting the notice on the CNB CentraNet web site or by e-mail. You agree to notify us immediately of any change in your e-mail address.