

# eBanking Services Agreement

**Effective: September 25, 2023**

This eBanking Services Agreement (“Agreement”) governs your use of First Bank’s electronic banking system (“eBanking”), which includes, without limitation, Bill Payment Service, External Transfer Service, Pay People Service, Mobile Banking Service, Mobile Remote Deposit, Insights (Analytics and Budgets), and other services offered from time to time (collectively, “Services” or “eBanking Services”). The Services offered under this Agreement allow you to perform a number of banking inquiry, bill pay, transfer, transaction, and financial management functions through the use of a personal computer and/or mobile device and the Internet to access the Services offered by First Bank. This Agreement establishes the terms and conditions for electronic access to eBanking and the Services offered hereunder.

## Accepting this Agreement

In order to register for eBanking, you must read and agree to the First Bank Electronic Record and Signature Consent & Disclosure (“**eConsent Disclosure Agreement**”). After you have carefully read this Agreement in its entirety, you will be asked to accept the terms and conditions of this Agreement, in addition to the eConsent Disclosure Agreement.

WHEN YOU CLICK ON THE CHECKBOX “I HAVE READ AND I AGREE TO THE ECONSENT DISCLOSURE AGREEMENT AND EBANKING SERVICES AGREEMENT” (THE “CHECKBOX”), YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE ECONSENT DISCLOSURE AGREEMENT. ALSO, BY CLICKING THE CHECKBOX AND ACCEPTING THESE AGREEMENTS, YOU REPRESENT AND WARRANT THAT YOU ARE DULY AUTHORIZED TO EXECUTE THESE AGREEMENTS. By subscribing to eBanking, using eBanking to access account information, or when you use any of the Services described in this Agreement, you agree to the terms of this Agreement, as it may be updated from time-to-time.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT AGREE TO THE ECONSENT DISCLOSURE AGREEMENT, THEN DO NOT CLICK THE CHECKBOX, AND YOU MAY NOT CONTINUE ENROLLMENT IN EBANKING.

You should print and/or save a copy of this Agreement and the eConsent Disclosure Agreement for your records. Future updates may be sent electronically as further described below in the section of this Agreement titled “Electronic Documents and Disclosures”. To print, select the print function on your browser. To save a copy of this Agreement on your computer, select “File” and then “Save As” and “PDF” in the “Save as type” box on your browser.

You can obtain a paper copy of this Agreement at any time by contacting the First Bank Service Center at 1-800-760-BANK (2265).

## Definitions

The following terms and definitions apply when used in this Agreement:

“Account” or “Accounts” means any account that you maintain with First Bank that is accessible through eBanking including Checking, Savings, Money Market, Certificate of Deposit (CD), Individual

Retirement Account (IRA), Credit Card, and Loan Accounts. Some Accounts may not be eligible for each eBanking Service.

“Affiliates” means companies related by common ownership or control.

”Alert” means a notification relating to specific activity in, or the status of, your Account.

“Bill Payment” or “Bill Pay” means First Bank's Bill Payment Service, as described in this Agreement.

“Business Day” means every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

“Check” or “Checks” means negotiable demand draft(s) drawn on or payable through an office of a United States based financial institution, as well as demand draft(s) drawn on a Federal Reserve Bank or a Federal Home Loan Bank or on the Treasury of the United States. Check(s) include original Check(s) and substitute Check(s), but not noncash items or items payable in a medium other than United States dollars. A draft may be a Check even though it is described on its face by another term, such as “money order.”

“Consumer Account” means any Account which is held or maintained primarily for personal, family, or household purposes.

“Device” means a supportable mobile device, such as a cellular phone or similar device that is web-enabled and allows Secure Sockets Layer (“SSL”) traffic and is also capable of receiving and sending text messages.

“Est. Delivery Date” means the estimated day you want your Payee to receive your payment initiated in Bill Payment which must be a Business Day.

“External Account” means a deposit account at another financial institution of which you are an owner, and it means the account to which your funds will be credited when using External Transfer.

“External Transfer” means First Bank’s External Transfer Service as described in this Agreement.

“Image Item” means a digitized image of a Check that is created by you and transmitted to First Bank using Mobile Deposit.

“Mobile Banking” means the eBanking Service accessible from your Device when you download the Mobile Banking application and register for mobile access to your Account(s).

“Mobile Deposit” means the Mobile Remote Deposit functions available in connection with Mobile Banking pursuant to this Agreement. Mobile Deposit includes, but may not be limited to, your ability to make deposits to your Accounts by scanning or taking a picture of Checks and transmitting the images and associated deposit information to us or our designated processor, by using approved and compatible Devices.

“Non-Consumer Account” means any business Account not used primarily for personal, family, or household purposes.

“Payee” means the person or entity to which you wish a payment initiated in Bill Payment to be directed or the person or entity from which you receive electronic bills (eBills), as the case may be.

“Pay From Account” means the eligible deposit Account from which payments initiated in Bill Payment will be debited.

“Payment Instruction” means the information provided by you to First Bank in connection with a payment initiated in Bill Payment to be made to a Payee (such as, but not limited to, Payee name, Payee account number, and Est. Delivery Date) or a payment to be made to a Receiver through Pay People.

“Pay People” means First Bank’s Pay People Service as defined in this Agreement.

“Recipient” means a person to whom a payment has been initiated in Pay People.

“Scheduled Payment” means a payment that has been scheduled through Bill Payment but has not begun processing.

“Send Date” means a processing date in Bill Payment, External Transfer and Pay People and is defined further with respect to each of these Services in the section of the Agreement that describes the terms of each Service.

“Sender” means the Account holder initiating a transfer through External Transfer or a payment through Pay People.

“Service Provider” means an entity, agent, licensor, independent contractor or subcontractor that First Bank may involve in the provision of the Services.

“Transfer Instruction” means the information provided by you to External Transfer for a transfer of funds to an External Account.

“We”, “our”, “us”, “Bank” and “First Bank” means First Bank, its employees, directors, officers, representatives, and Service Providers.

“You” and “your” means each person subscribing to eBanking. For the purposes of Mobile Deposit, “you” and “your” means the Account holder authorized by First Bank to use Mobile Deposit, and any user authorized to exercise control over funds deposited in such Account holder’s Account through Mobile Deposit.

## **GENERAL TERMS AND CONDITIONS**

The following terms and conditions apply to all Services offered through eBanking.

### **Computer Equipment and Internet Use**

You are solely responsible for the maintenance, installation and operation of your computer and any Device, and for the hardware and software used in accessing eBanking. First Bank shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer, Device or software, nor will First Bank be responsible for any virus or malware that affects your computer, Device or software while using eBanking. By your use of eBanking, you acknowledge

that the Internet is not a secure means for transmitting confidential information and understand and acknowledge that any information you provide, receive or request via the Internet can be intercepted and/or viewed by unknown third parties. First Bank does not guarantee that downloads from its website or eBanking will not contain a virus or other destructive device. It is your responsibility to protect your information and to maintain your computer and any Device with updated protection against viruses, malware, and spyware as provided in this Agreement. Additionally, you must have an Internet service provider with at least a 128-bit compliant web browser to utilize eBanking. It will be your responsibility to establish these. Any costs or fees to obtain these services or software are solely your responsibility.

## Security

First Bank is committed to protecting the security and confidentiality of your Account information. We use multifactor authentication, which means that we may confirm your identity through multiple identifying methods, including, for example, a Username, Password (or Biometric ID or Mobile Passcode for Mobile Banking), or a verification code (collectively, "Access Controls"). You must have a valid Username and Password, or Bank approved security and authentication controls, to log in to eBanking. There are alternative log-in methods for logging into Mobile Banking, as described in the section of the Agreement titled "Mobile Banking". We may require additional Access Controls, such as a verification code, for certain transactions or certain eBanking Services.

The security measures provided herein are collectively referred to as the "Security Procedures." **Your use of eBanking and any eBanking Service constitutes your agreement that the Security Procedures for eBanking and that eBanking Service are commercially reasonable.** We may change our Security Procedures at any time and may notify you in advance of any such change if advance notice is required. You agree to promptly implement the change upon receipt of our notice. Use of eBanking and any eBanking Service after we provide notice of a change constitutes your acceptance of the changed Security Procedures and that the Security Procedures, as changed, are commercially reasonable. We may deny you access to eBanking or any of the Services if you do not accept an updated Security Procedure or execute a proper waiver of the additionally-offered security procedures. We may also set limits for a particular Service.

In addition to the use of multifactor authentication, we may, but shall not be required to, use the following methods of protecting your information:

- You can only access eBanking with a web browser that uses at least a 128-bit encryption.
- We may take additional steps to confirm your identity, including, but not limited to, the use of a one-time verification code, when we believe additional authentication is warranted.
- We may temporarily suspend access to eBanking for any reason, including inactivity.
- If you do not take action for a period of time while you are in an eBanking session, you will be automatically logged off.

## You agree to the following:

- You will never leave your computer or Device unattended while using eBanking.
- You will never leave your Account information displayed where it may be viewed by others.
- You will always exit eBanking by logging out.
- You will check your Account balances and activity daily and notify the First Bank Service Center at 1-800-760-BANK (2265) immediately if you suspect unauthorized access to your eBanking profile or Account has occurred.

- You will read and stay aware of the best practices for eBanking security, as they may be updated from time to time.
- You will read any best practices materials, updates, notices, or warnings from us and follow the guidance contained therein.

The purpose of the Security Procedures is to verify the authenticity of your transaction instructions delivered to us and are not implemented for the purpose of detecting errors in your transaction instructions or in their transmission, even if First Bank may take certain actions from time to time to do so.

**You agree to be bound by any transaction facilitated through eBanking that we receive and verify following our Security Procedures, even if you did not authorize the transaction.** Further, except to the extent prohibited by applicable law or regulation, you will be deemed to have expressly authorized and agree to be bound by any transaction facilitated through eBanking:

- Initiated by you, at your direction, with your Access Controls, or with your consent (whether express or implied);
- Initiated by an agent or authorized representative with respect to any Account which you may access through eBanking;
- Initiated by a member of your household, whether or not related to you;
- Initiated by any person (or that person's agent) who is the owner or co-owner of any Account which you may access through eBanking;
- Which results in the transfer of funds between Accounts you may access through eBanking, even if subsequent transfers out of the Accounts benefits someone else;
- Which is to or for your benefit (for example, the payment of a debt for which you are partially or fully liable); or
- Which you contend is unauthorized, unless you cooperate fully with us in our investigation of the transaction, assign to us your right of recovery against the wrongdoer if we credit your Account, and cooperate fully with us in the recovery of any loss we sustain and the prosecution of any wrongdoer.

You accept responsibility for any unauthorized access to, and action (including transactions) taken through, eBanking using valid Access Controls, whether such access or action is taken by you, your authorized eBanking user, persons with access to your records, persons who have obtained access to your Access Controls through your failure to maintain adequate control over your Access Controls, computer, or Devices or persons to whom you have provided your Access Controls including persons who may have deceived or tricked you into providing such information or eBanking access. You will be solely responsible for any loss or damage suffered by you or a third party resulting directly or indirectly from your failure to comply with the required Security Procedures. In addition, you shall indemnify and hold First Bank harmless from and against any loss suffered or liability incurred by, or arising from, the execution of instructions in good faith and received and verified by First Bank in compliance with such Security Procedures.

You understand and acknowledge that neither First Bank nor any person acting on behalf of First Bank will request that you disclose your Access Controls, and you agree that you will not disclose any Access Controls or Security Procedures; provided that, if you contact us for log-in assistance, we may ask you if you know your Username to confirm your Username with you. You understand that this is the only context in which we will ask for your Username.

You hereby confirm that you have instituted proper controls over your computers, Devices, terminals, and equipment and procedures to protect your financial information and all Access Controls, as well as any other Security Procedures we may require from time to time. Unless otherwise provided by any applicable law, rule, or regulation, you are strictly responsible for establishing and maintaining procedures to safeguard against unauthorized access to eBanking Services including, if reasonably required, updates to such procedures and monitoring compliance with such procedures.

If you at any time have reason to believe or suspect that any such information or instructions have been disclosed to or accessed by any unauthorized person or used in a manner not authorized by you, you agree to notify us as soon as practicable, followed by written confirmation as provided under the "Notices and Communications between You and First Bank" section elsewhere in this Agreement. The occurrence of unauthorized access will not affect any transactions executed in good faith by us prior to receipt of such notification and after we have had a reasonable time to act on such notification.

You have sole responsibility for ensuring that your computers, Devices or other electronic equipment used to access and make use of eBanking and the Services are within your custody and control, secure and free from all types of electronic viruses and malware that may compromise their security or the security of the Access Controls. You acknowledge and understand that eBanking is accessed through the Internet, which is a public system over which we have no control. Accordingly, you should only use a computer, Device or other electronic device to enter any request under the Services that is in a secured location and that is used only by your authorized representatives and that your network and network hardware is secure. You further agree that it is your responsibility to set up, maintain, and review your security arrangements, and to update, maintain, and properly use industry standard security products that are appropriate for you, including firewalls, anti-virus protection, anti-spyware protection and patches that apply to a known exploitable vulnerability. You agree that no individual will be allowed to access or make use of the Services without proper supervision and strict security controls. You acknowledge that we are permitted to and will process any instructions submitted by using your Access Controls regardless of whether you submitted or authorized such instructions.

*For Non-Consumer Accounts:* You warrant that no individual will be allowed access to eBanking in the absence of proper supervision and safeguards and you agree to maintain the confidentiality of the Security Procedures and Access Controls and related instructions provided by us in connection with the applicable Security Procedures. You agree to train such persons with respect to the proper use and implementation of the Security Procedures and Access Controls and to provide ongoing and regular oversight and monitoring of those procedures and any individual who is allowed access to eBanking. You agree to establish and maintain your own internal security procedures and controls to ensure and promote the protection and confidentiality of the Security Procedures and the Access Controls.

*For Consumer Accounts:* Consumers should also see the "Your Liability for Unauthorized Electronic Fund Transfers and Error Resolution - Applicable to Consumer Accounts" section elsewhere in this Agreement. If there is a conflict between this paragraph and that section, the latter shall govern in the case of Consumer Accounts.

## **Account and Other Eligibility Requirements**

To register for eBanking, you must maintain at least one of the following types of Accounts at First Bank:

Checking, Savings, Money Market, Certificate of Deposit (CD), Individual Retirement Account (IRA), Credit Card, or Loan Account.

By entering into this Agreement and using eBanking, you agree to maintain your Accounts properly, observe and comply with all rules applicable to them, and pay all fees associated with such Accounts.

If you are an individual, you agree to use eBanking for consumer or personal transactions; for example, this means using eBanking to electronically transfer funds to or from a Consumer Account.

If you are not an individual, including, but not limited to, a sole proprietor, corporation, partnership, limited liability company, unincorporated business entity, or association, then you agree to use eBanking only for business purposes, and not for personal, family or household purposes and you are not a “consumer” under the Electronic Funds Transfer Act and its implementing Regulation E. If you are using eBanking for non-consumer transactions, you also agree to execute a resolution authorizing use of eBanking Services.

eBanking is offered only to residents of the United States who can form legally binding contracts under applicable law. Not every Account is eligible for every Service, and not every Service is available in both eBanking and Mobile Banking. Certain Services are available for Consumer Accounts only. Certain Services may be available only for Accounts owned by individuals who are age eighteen (18) or older, for example, Pay People, External Transfer and Bill Payment should not be used by individuals under the age of eighteen (18). If you are enrolled in such Services you acknowledge and represent that you are age eighteen (18) or older or that you are the legal guardian of any user under the age of eighteen (18) and that you shall be held responsible for any and all actions in connection with the Services. Additional terms and conditions regarding any Account owned by an individual under the age of eighteen (18) may be provided in your Deposit Account Agreement.

## **Linked Accounts and Joint Accounts**

When you first enroll in eBanking, we will link all of your eligible Accounts to your Username (each a “Linked Account”).

Access to an eligible Account is based upon the type of account relationship you have with the Bank:

Individual Accounts: Persons with individual Accounts may access individual Accounts of which they are an owner and may also access joint Accounts for which they are an owner.

Joint Accounts: Persons will only be able to access joint Accounts for which they are designated as an owner. Each joint Account holder must enroll separately, and each enrolled joint Account holder is jointly and severally liable for all transactions performed by an enrolled joint Account holder.

If you designated an eligible Account to require more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any instruction that is accompanied by Access Controls designated by you or your agent for that eligible Account and the Service in question. (**Note: This may mean that we may act upon the instruction of only ONE person, even though the signature card for the Account in question requires two or more signatures on Checks**). If an instruction pertaining to a particular Service is accompanied by the designated Access Controls, the transaction will be deemed authorized by you or your agent, as applicable. The terms of this Agreement will override any Other Agreement as to this issue.

Non-Consumer Accounts: You agree that any individual who has access to your Account information in order to enroll in eBanking is authorized by you to access eBanking and utilize the Services.

## **Username and Password**

Except as otherwise provided herein for other means to access Mobile Banking, your Username and Password identify and authenticate you to First Bank when you use eBanking. You will be required to establish a Username and Password during your first online session through our online registration process after you have entered one of your existing Account numbers with First Bank that meets the Account requirements above. You determine what Password you will use, and your Password is not communicated to us. By establishing a Username and Password, you agree that you will (and for Non-Consumer Accounts, you agree to ensure that authorized eBanking users will):

- Not disclose your Username and Password or otherwise make them available to anyone else, including other joint owners on the Account;
- Be liable for your Username and Password and for their authorized and unauthorized use as described in this Agreement;
- Know the codes that are a part of your Access Controls;
- Create complex Passwords;
- Change your Password regularly (and whenever we require a change); and
- Notify the First Bank Service Center at 1-800-760-BANK (2265) immediately of any loss or theft of your Username or Password.

For security purposes, you must create a Username and Password that complies with our length and character guidelines, as may be revised from time to time. You will be provided with the Username and Password guidelines within eBanking when you are creating your Username and Password. Your Password should not be associated with information commonly known about or associated with you, such as your social security number, address, date of birth, children's names, or pet's names, and Passwords should be memorized rather than written down.

You acknowledge that we are entitled to rely on the use of your Username and Password as your authorization for any transaction initiated through eBanking. You are responsible for all transactions initiated or authorized using eBanking with the use of your Username and Password. If you permit any other person to use your eBanking Username and Password or share your eBanking Username and Password with any other person, you will have authorized that person to access your Accounts, and you are responsible for any transaction that person initiates or authorizes from your Accounts, even if that person has deceived or tricked you into providing your eBanking Username and Password. For example, if you screen share or allow another person to take control of your computer or Device, you are responsible for any transactions that are initiated. We undertake no obligation to monitor transactions through eBanking to determine that they are made on behalf of the accountholder.

See the section of this Agreement titled "Mobile Banking" for alternative methods to log in to Mobile Banking; the above terms related to Username and Password apply if eBanking Services are authorized using a Biometric ID or a Mobile Passcode. You acknowledge that we are entitled to rely on the user of your Biometric ID or Mobile Passcode as your authorization for any transaction initiated through eBanking and you are responsible for all transactions initiated or authorized using eBanking with the use of your Biometric ID or Mobile Passcode.

*For Consumer Accounts:* If you suspect unauthorized use of your Username or Password, please see "Your Liability for Unauthorized Electronic Fund Transfers and Error Resolution - Applicable Only to Consumer Accounts" section of this Agreement.

## **eBanking Services**



After you successfully register for eBanking, you will have access to your eligible Accounts, and you will be able to perform any actions which are available for your Accounts at the time you register (as displayed on the menu/dashboard within eBanking), such as viewing your balance information and transaction history, searching for transactions, sending us secure messages regarding your Accounts, conducting transfers between your eligible Accounts at the Bank; stopping payment on a Check, ordering Checks, managing your debit card, and importing certain Account information into financial accounting software such as Intuit Quicken. Other Services, such as Alerts, Bill Payment, External Transfer, and Pay People may be available as well. The Bank may, from time to time, introduce new eBanking Services, and the Bank may discontinue any eBanking Service at any time. When eBanking Services are added or modified, we will update the eBanking menu/dashboard. Certain additional terms and conditions apply to some of the Services described above. Please review this Agreement carefully to understand such additional terms and conditions.

All instructions or requests provided to First Bank via eBanking will be deemed to be written instructions, with the same effect as written instructions provided to First Bank on paper and signed by you. For example, if you ask us to make periodic transfers or payments at regular intervals, that request will have the same effect as written instructions to us signed by you.

### **eBanking Availability**

You may access your Account information through eBanking 24 hours a day, seven days a week, except for interruptions due to maintenance or matters beyond First Bank's reasonable control. In addition, access to the Services may be slower at times due to high Internet traffic or other factors beyond our control. WE ARE NOT RESPONSIBLE FOR ANY DELAYS OR DIFFICULTIES YOU MAY HAVE IN ACCESSING THE SERVICES OR CERTAIN FEATURES. WE DO NOT GUARANTEE THAT DATA SUBMITTED THROUGH THE INTERNET WILL BE SECURE FROM UNAUTHORIZED ACCESS OR WILL BE FREE OF ERRORS OR OMISSIONS DUE TO INTERNET TRANSMISSION.

### **Daily Processing Deadlines**

eBanking transactions that occur before our daily cutoff times on a Business Day may appear immediately as a pending transaction and will generally post to the Account on the same Business Day. eBanking transactions that occur after our daily cutoff times on a Business Day or on a non-Business Day (Saturday, Sunday, Federal holidays and days that banks are legally closed) may appear immediately as a pending transaction and will generally post to the Account on the next Business Day. Transactions that have occurred and that are not yet reflected in your Account history may affect your Available Balance (as that term is defined in your Deposit Account Agreement). You should closely review your Deposit Account Agreement to understand how pending transactions may affect your Available Balance and how we generally post transactions.

Transaction cutoff times are as follows:

<b>Bill Payment:</b>	3:00 p.m. CT
<b>External Transfers:</b>	3:00 p.m. CT
<b>Internal Transfers:</b>	10:00 p.m. CT
<b>Pay People:</b>	3:00 p.m. CT
<b>Mobile Deposit:</b>	8:00 p.m. CT

The above daily cutoff times are subject to change from time-to-time in our discretion.

### **Our Right to Delay or Reject Transactions**

Even though you may request a transaction, it may be delayed or First Bank may reject the transaction without liability, if: (1) the request is untimely, incomplete, inaccurate or ambiguous in any respect, (2) the requested transaction exceeds the sum of the Available Balance of the designated Account (including, when applicable, the unused credit limit on a Preferred Credit Loan Account and/or the Overdraft Privilege Limit associated with the Account; (3) the requested transaction is either not authenticated to First Bank's sole satisfaction, or First Bank believes the request may not have been authorized by you; (4) a Payee, transferee, or its financial institution mishandles or delays handling funds properly sent by us for any reason; (5) your computer, Device, software, communication line, modem, or internet service provider ("ISP") was not working properly, and you knew or should have known about the malfunction when you started the transaction; (6) your Account(s) is closed or restricted by us; (7) the transaction request involves funds subject to hold, dispute, restriction, or is subject to a legal process we believe restricts, delays, or prevents their withdrawal; (8) the requested transaction would cause First Bank to violate a law, regulation or government guideline or program; (9) the requested transaction is not in accordance with any other requirement stated in this Agreement, or is objectionable to First Bank for any other reason, in our sole discretion; (10) First Bank's eBanking was not working properly and you knew about the breakdown when you started to submit the transaction; (11) circumstances beyond our reasonable control (such as fire, flood, mechanical or electrical failure) prevent completion of the transaction, despite reasonable precautions we have taken; or (12) First Bank reasonably believes completing such transaction would result in Bank's exposure to liability or risk beyond that contemplated by this Agreement (including, without limitation, First Bank suspects the transaction may be fraudulent or involve unlawful activity) in which case First Bank may treat such requested transaction as though it had not been received. In the event a transaction is rejected by Bank, for any reason, it shall be your responsibility to resubmit the transaction.

## **Fees/Charges**

Many of the eBanking Services are provided free of charge. Some Services requested through eBanking may require payment of a fee. Refer to the Schedule of Fees for your Consumer or Non-Consumer Account for a complete listing of standard fees. Fees will be charged to the Account for which the Service has been provided, unless otherwise stated. Fees and the Services to which they apply are subject to change from time to time at First Bank's discretion.

## **Stop Payment on Checks**

In eBanking, the self-service function of "Stop Checks" provides you with the ability to stop payment on certain Checks that you have written (or initiated in Bill Payment as a paper Check) or pre-authorized electronic drafts that are deducted from your Account. You agree to hold First Bank harmless for the amount of the stop payment as well as for all expenses and costs incurred by First Bank as a result of refusing payment of the Check or preauthorized electronic draft on which a stop payment order has been placed. You further agree to hold First Bank free of all liability should payment be made contrary to this request, if such payments occur through inadvertence or accident.

### Initiating a Stop Payment Order

**If your stop payment request is urgent, we recommend that you contact us via telephone at 1-800-760-BANK (2265) or in person at one of our branches.**

The stop payment feature within eBanking may NOT be used to place a stop payment order on an electronic fund transfer. You may cancel a payment initiated in Bill Payment only if the payment has been scheduled, but has not been processed. Once a payment initiated in Bill Payment as an electronic payment has been debited from your Account, you cannot cancel or stop the payment. However, you

may be able to use the stop payment feature within eBanking to place a stop payment order on a payment initiated in Bill Payment as a paper Check payment if you know the Check number.

For a stop payment order to be effective, we must receive the request in time to give us reasonable opportunity to act on it. To place a stop payment order via eBanking, the account number and Check number are required. To request a stop payment without this required information, contact us at 1-800-760-BANK (2265). Unless your request is complete and accurate, we may be unable to identify the item subject to your request and thus will not be able to process your request. The charge for each stop payment order will be the current charge for such service as set out in the applicable Schedule of Fees.

### Timeframes for Stop Payment Orders

A stop payment order may be made and will be honored when made by the maker of the Check or any other Account owner who has withdrawal rights at least equal to the rights of the maker of the Check. A verbal stop payment order we receive via the telephone will be effective for 14 calendar days, and may not be extended unless a signed, written stop payment order is received. Stop payment orders placed using eBanking are considered signed, written stop payment orders. We reserve the right to require an actual, physically-signed written stop payment order at any time. Signed, written stop payment orders are effective for six months and may be renewed in writing for an additional six months only by one of the methods that follow:

- Use “Messages” in eBanking to request that we extend the stop payment period for an additional six months. The request must include the Check number and the account number on which the Check was written.
- Send us a letter requesting that we extend the stop payment period for an additional six months. The request must include the Check number and the account number on which the Check was written. The letter must be sent to:

First Bank Service Center  
1 First Missouri Center  
St. Louis, MO 63141

### Canceling a Stop Payment Order

A stop payment order placed using eBanking may only be cancelled by one of the following methods:

- Send us a notice using “Messages” in eBanking and include the account number on which the Check was written, the Check number, and the following, if known: Check amount, date Check written and Payee name.
- Send us a letter including the account number on which the Check was written, the Check number, and the following, if known: Check amount, date Check written and Payee name. The letter should be sent to:

First Bank Service Center  
1 First Missouri Center  
St. Louis, MO 63141

- Visit a First Bank branch.

### **Electronic Documents and Disclosures (including eStatements)**

## Your Consent to Electronic Documents and Disclosures

Because you agreed to the First Bank Electronic Record and Signature Consent & Disclosure (“**eConsent Disclosure Agreement**”) when you enrolled in eBanking, we may deliver amendments to this Agreement and other disclosures or account documents to you in an electronic format. Said amendments, documents, and disclosures may be sent to you electronically via SMS text message at your mobile phone number as reflected in our then current records, at your email address as reflected in our then current records, or provided to you within eBanking. Other disclosures may include, but are not limited to:

- Periodic Account statements
- Deposit Account disclosures
- Other legally-required disclosures
- Notices regarding changes in Account terms and fees
- Privacy notices

By accepting this Agreement, you consent to receiving notices and disclosures concerning eBanking and your accounts electronically, including by email, SMS text message, or messaging within eBanking. You must enter your electronic address (email) for such disclosures and notices when first subscribing to eBanking, and you are solely responsible for immediately updating your electronic address if it changes. You may also receive notices in the form of "SMS text alerts" or notices in Mobile Banking. You must regularly (and no less than once per month) check your messages and log into eBanking to review your notices. You must update your electronic address by the method set forth in the section titled “Changes to Contact Information” below. All disclosures and notices by us shall be deemed given and received by you: (1) immediately upon being sent to the electronic address (email) you have most recently updated or the Device number you have most recently updated or (2) when you next log in to eBanking with regard to notices and disclosures posted within eBanking. Certain disclosures and notices may also appear in your account statement. Unless specifically required by law, we are not obligated to provide any disclosure or notice to you by regular mail or by any means other than electronic transmission.

You should print or save a copy of all documents and disclosures delivered electronically. You may request paper copies of documents and disclosures such as this Agreement, and additional fees may apply.

### **Account Alerts**

An Account Alert (“Alert”) is a notification relating to specific activity in, or the status of, your Account, such as a notification that a transaction has occurred, or that your balance is under a specified amount. Alerts may vary based on the type of Account for which the Alert is requested. You may choose which Alerts you would like to receive, the Account(s) for which you’d like an Alert, and whether you would like to receive the Alert by SMS text, push notification, or email notification. You agree to notify us of any change to your contact information to ensure continued delivery of your Alerts (see the section of this Agreement titled “Notices and Communications Between You and First Bank”). Message and data rates may apply, and the Alert frequency will depend on the Alerts you select.

Alerts will be sent at various times on any day that transactions or the Account status meeting your specified criteria occur. You understand and agree that Alerts may not be sent on a “real-time” basis and may be sent at the next scheduled delivery time after the specified transaction or Account status occurs. We reserve the right to change the frequency or timing of Alerts.

Alerts are for informational purposes only and are not intended to replace your Account statements or any other communications we may provide you regarding your Account. Some Alerts may be automatically suppressed if we receive notice that you have filed for bankruptcy or if you have otherwise instructed us to cease communication with you in relation to collection efforts on your Accounts.

You acknowledge and agree that your receipt of any Alert may be delayed or prevented by factor(s) outside of our control, including factors affecting your wireless service provider and coverage in your area. We do not guarantee the delivery, timeliness or accuracy of the contents of each Alert. The Alerts Service is subject to transmission limitations and service interruptions. You will promptly notify us if you are unable, for any reason, to receive text, or push alerts. You agree to indemnify, defend and hold us and our directors, officers, employees and agents and Service Providers free and harmless from any and all losses or damages, including attorneys' fees, lost profits, and indirect or special damages, including, but not limited to, to those relating to bank secrecy or financial privacy laws or regulations, that may arise, directly or indirectly, in whole or in part, from: a non-delivery, delayed delivery, or the misdirected delivery of an Alert; inaccurate or incomplete content in an Alert; your reliance on or use of the information provided in an Alert for any purpose; or any third party, whether authorized or not, obtaining information regarding your account disclosed in the Alerts.

### **Internal Transfers**

You may transfer funds between your Checking, Savings and Money Market Accounts you maintain with us. You may also transfer funds to a loan or credit Account you have with us using eBanking. You will be able to make funds transfers that are effective when you complete the transfer online, schedule future-dated transfers, and establish recurring transfers. The Available Balance of the Account from which funds are transferred (FROM Account) and the Available Balance of the Account to which funds are transferred (TO Account) will be updated as soon as the transfer is complete. If the transfer is made to a loan or credit Account, the principal balance of the loan or credit account will be updated as soon as the transfer is complete. Transfers made to pay off a loan or credit Account in full may take longer to process. Generally, the maximum dollar limit on any transfer is equal to the Available Balance in your FROM Account and may also include the unused credit limit of a Preferred Credit Loan account associated with the Account (if applicable) and the Overdraft Privilege Limit associated with the Account (if applicable), at the time the transfer is completed by us.

It is your responsibility to ensure that sufficient funds are available for a requested transfer at the time it is to occur and to confirm that transfers have been completed.

### **Loan Advances**

If you are a consumer eBanking client, you may use eBanking to request a loan advance on certain qualified line of credit accounts. All transfers from a qualified line of credit account will be subject to the terms and conditions of that line of credit account. You will be charged interest on the outstanding loan balance based on the loan terms. A loan advance shall be credited to the account you select.

### **Electronic Periodic Statements (eStatements)**

When you enroll in eBanking, you will have access to electronic versions of your Account statements ("eStatements"). Most Checking, Savings, Money Market, Certificate of Deposit (CD), and Loan Accounts are eligible for eStatements. Some exclusions may apply, and we reserve the right to determine which accounts are eligible for eStatements. Your periodic statements for all eligible Accounts will be viewable electronically in a format that you can view online, save or print at your

convenience. Any legal notices that normally accompany your mailed statement may continue to be mailed under separate cover or may be delivered to you electronically. We may also make other account documents available to you in electronic form. We may add to, modify or delete any feature within eBanking related to eStatements at our sole discretion. Your eStatements and any other electronic documents will be available to you within eBanking regardless of whether you have chosen to receive paper Account statements. We will also provide paper statements to you through the U.S. Mail only if you have elected to receive paper copies of your Account statements. Please refer to the Schedule of Fees applicable to your Account for fees related to mailed paper statements.

### Accessing Your eStatement

Your eStatements, legal notices or disclosures will be available to you in eBanking or Mobile Banking. Generally, your eStatement will be available online 1-3 calendar days after it is generated.

You will be able to accumulate up to 24 cycles of eStatements. eStatements prior to enrollment in eBanking may not be available online.

You have the option to include images of your Checks on each periodic eStatement. Additional fees may apply for eStatements that include Check images. Check images are viewable within your eBanking transaction history for up to 90 calendar days.

If you close an eligible Account, you will no longer be able to view the Account eStatements in eBanking. Before closing your eligible Account, print or electronically save copies of your eStatements for your records. You may also request that a copy of your current or previous statement be mailed to you at your address of record for the eligible Account. Please refer to the Schedule of Fees for applicable charges.

### Paperless Settings

Upon enrollment in eBanking, the statement settings applicable to each Account at the time of enrollment will appear on the Paperless Settings screen. If at any time, you would like to discontinue receiving a paper statement in the U.S. Mail or to start receiving a paper statement in the U.S. Mail, within eBanking, complete one of the following:

1. Select the "Paperless Settings" menu/dashboard option. For each Account, you may choose Paper On (Paper + eStatement) or you can choose to Go Paperless (which means that a paper statement will no longer be mailed in the U.S. Mail, and you will be opted in to eStatement Only)
2. Contact us at 1-800-760-BANK (2265) to modify your Paperless Settings.
3. Visit one of our branch locations during normal business hours to modify your Paperless Settings.

Fees may apply if you elect to receive a paper copy of your statement in the U.S. Mail. You have the option to include images of your Checks on each periodic statement. Additional fees may apply for statements that include Check images. To request adding Check images to your periodic statement or to remove Check images from your periodic statement, please contact First Bank Service Center at 1-800-760-BANK (2265) or visit one of our branch locations during normal business hours. Please refer to the Schedule of Fees for applicable charges.

### Description of eStatement Alert

You will receive an Alert informing you when your eStatement is available for viewing within eBanking or Mobile Banking. An eStatement Alert will always be sent by email, and this type of Alert cannot be turned off; however, you may also elect to have the eStatement Alert sent via text message to a mobile phone. It is your responsibility and you agree to promptly notify us of any change in your primary email address and/or mobile phone number in order to ensure continued delivery of your Alerts. You may update your email or mobile number within the "Profile" menu area of eBanking. The Alerts options may be modified through the "Manage Alerts" menu item in eBanking.

You understand and agree that Alerts will not be sent immediately as events occur. Alerts will be sent at scheduled delivery times after your statement cycle is complete. We reserve the right to change the frequency or timing of Alerts at any time. Alerts are not intended to replace your eStatements or any other communications we may provide to you regarding your Eligible accounts.

### Discrepancies on eStatements

First Bank will include any transfers or payments you authorize through eBanking on your deposit Account statement. Each deposit Account will receive a periodic eStatement in accordance with the statement cycle code assigned to the account (in addition, a client may also elect to receive periodic paper Account statements through the U.S. Mail). You agree that the date your eStatement is delivered to you in eBanking is the date your periodic Account statement was delivered to you for all legal and regulatory purposes. Once you receive your eStatement, you should promptly notify First Bank of any discrepancies, including but not limited to, any errors or inaccuracies related to data transmitted by any eBanking Service. Unless provided otherwise by law, if you do not notify us of any errors within a reasonable period of time (not to exceed 14 calendar days), after we send or make available to you your eStatement, you cannot assert the unauthorized signature or alteration defenses against us even if we are unable to show a loss due to your failure. Also, you cannot assert any unauthorized signatures or alterations by the same wrongdoer on items paid by us after the reasonable time mentioned above elapses and before we receive your notice. We lose these protections if we fail to exercise ordinary care in paying an item with an unauthorized signature or alteration. However, if you do not notify us of the problem within 60 calendar days of when we send or make available to you the eStatement, you absolutely forfeit any right(s) to assert a claim against us. You must report any other Account problem (e.g., erroneous statement or transaction, missing signature, unauthorized endorsement, etc.) within a 60-calendar day period or lose your right to assert a claim against us.

### **Changes to Contact Information**

It is solely your responsibility to ensure that the contact information in your eBanking user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes to your email address and phone number can be made either by using eBanking or by contacting the First Bank Service Center at 1-800-760-BANK (2265). Our First Bank Service Center shall have a reasonable time to act on such changes. First Bank is not responsible for any payment processing errors or fees incurred if you do not provide accurate contact information. Changing your email address and phone numbers in eBanking also changes your records outside of eBanking. You must contact First Bank Service Center to change your mailing address:

First Bank Service Center  
1 First Missouri Center  
St. Louis, MO 63141  
1-800-760-BANK (2265)

## **Your Liability for Unauthorized Electronic Fund Transfers and Error Resolution - Applicable Only to Consumer Accounts**

For consumer eBanking users and Consumer Accounts, please refer to your Deposit Account Agreement, under the sections entitled "Your Liability for Unauthorized Electronic Fund Transfers (Consumers Only)" and "In Case of Errors or Questions About Your Electronic Transfers (Consumers Only)". Requirements for consumers to report unauthorized electronic fund transfers are based on the delivery date of your eStatement in eBanking.

### **Changes to Agreement**

We may, in our sole discretion, change eBanking, eBanking Services, and the terms, including fees, set forth in this Agreement at any time. For example, we may add, delete or amend terms or Services, add or change fees, or change or limit the types of Accounts accessible by eBanking. You will be notified of any such change as required by applicable law, either by mail, email or by messaging in eBanking. If this Agreement is changed, we may, but are not obligated to, require you to open and agree to the Agreement at your first login after the effective date of the changes. Further, we may, from time to time, revise or update eBanking and/or related materials, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of eBanking and/or related materials and limit access to only eBanking's more recent revisions and updates. You understand that by your continued use of eBanking after a change becomes effective, you have agreed to the change(s).

### **Service Providers**

Certain Services may be offered through or with the assistance of one or more Service Providers. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement and that the Service Providers will be intended third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

### **Electronic Mail (email) and Messaging**

Although you may currently have email capabilities, it is important to remember that normal Internet email transmissions may not be secure. You agree to contact us electronically only through "Messages" within eBanking if your correspondence contains confidential information, such as an Account number or social security number. You also agree to receive communications regarding your Account electronically and will not attempt to circumvent receiving any messages. It is your responsibility to notify us immediately if your email address changes. You are deemed to have received any electronic messages at the time we send them to you.

### **Notices and Communications Between You and First Bank**

Any notices to us, unless otherwise stated in this Agreement, may be required in writing and shall be deemed to have been given or made on the date of delivery, in the case of hand delivery, or five (5) business days after deposit in the U.S. Mail, postage prepaid and addressed as required in this Agreement. Notices sent through "Messages" in eBanking may be considered signed and written notices in certain situations.

If you (i) believe that any error has been made with respect to eBanking; (ii) dispute any transfer, payment, charge or other transaction involving eBanking; or (iii) believe any security problem exists



(including the fact or possibility that any unauthorized person has access to your Access Controls, then you must promptly notify us by telephone by calling 1-800-760-BANK (2265) or sending us electronic mail through "Messages" in eBanking. Depending on the error, dispute, or security problem, we may ask you to confirm such communication by written notice or we may require other forms of written documentation. In some cases, we shall not be deemed to have received notice until we have been given written notice as provided herein and have had a reasonable opportunity to act, but telephonic notice or messaging through "Messages" in eBanking may enable us to act to prevent or limit loss to you that may otherwise occur.

Unless this Agreement provides otherwise, you can communicate with us in one of the following ways:

**Messaging:** Use the "Messages" feature in eBanking.

**Telephone:** Contact us by telephone at 1-800-760-BANK (2265).

**In Person:** Visit us at any one of our branch locations.

**Mail:** Write to us at:

First Bank Service Center  
1 First Missouri Center  
St. Louis, MO 63141

#### **Indemnification; Limitations on Bank's Liability**

FIRST BANK WILL NOT BE RESPONSIBLE FOR, AND YOU EXPRESSLY AGREE TO INDEMNIFY, DEFEND, AND TO HOLD FIRST BANK, ITS AFFILIATES, SERVICE PROVIDERS, CONTRACTORS AND ALL OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS HARMLESS FROM, EVERY CLAIM, DAMAGE, LOSS, DELAY, COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) OR LIABILITY WHICH ARISES, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM: (A) YOUR ACTIONS OR OMISSIONS, OR THOSE OF THIRD PARTIES; (B) YOUR NEGLIGENCE OR BREACH OF ANY AGREEMENT WITH US; (C) LACK OF AVAILABLE FUNDS IN YOUR ACCOUNT; (D) ANY AMBIGUITY, INACCURACY, OR OMISSION IN ANY INFORMATION PROVIDED TO US; (E) ANY ERROR, FAILURE OR DELAY DUE TO A BREAKDOWN IN ANY COMPUTER OR COMMUNICATIONS FACILITY; (F) ACCIDENTS, STRIKES, LABOR DISPUTES, CIVIL UNREST, FIRE, FLOOD, WATER DAMAGE (E.G., FROM FIRE SUPPRESSION SYSTEMS), WAR, EMERGENCY CONDITIONS, OR OTHER NATURAL DISASTERS; (G) CAUSES BEYOND OUR REASONABLE CONTROL; (H) LEGAL CONSTRAINT, (I) OUR INABILITY TO CONFIRM TO OUR SATISFACTION THE AUTHORITY OF ANY PERSON TO ACT ON YOUR BEHALF; (J) OUR HONORING OR ACTING UPON ANY INSTRUCTIONS RECEIVED IN ACCORDANCE WITH SECURITY PROCEDURES OR OTHERWISE IN ACCORDANCE WITH YOUR INSTRUCTIONS OR THE TERMS OF THIS AGREEMENT; (K) OUR FAILING OR REFUSING TO HONOR OR ACT UPON ANY INSTRUCTIONS RECEIVED THAT ARE NOT IN ACCORDANCE WITH SECURITY PROCEDURES, ANY USER GUIDES OR OUR INSTRUCTIONS; (L) ANY WARRANTY THAT WE ARE REQUIRED OR DEEMED TO MAKE TO A THIRD PARTY IN CONNECTION WITH YOUR TRANSACTIONS; AND (M) YOUR FAILURE TO COMPLY WITH NATIONAL AUTOMATED CLEARING HOUSE ASSOCIATION (NACHA) RULES OR THE RULES OF ANY CLEARING HOUSE OR PAYMENT ORGANIZATION THAT PROCESSES ITS TRANSACTIONS.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA EBANKING WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

WE ARE NOT RESPONSIBLE FOR AND YOU AGREE TO HOLD US HARMLESS FROM ANY DAMAGES, LOSSES, COSTS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF OR IN CONNECTION WITH ANY MALFUNCTION OF YOUR COMPUTER, DEVICES OR SOFTWARE, OR YOUR FAILURE TO OBTAIN ADEQUATE SECURITY HARDWARE AND SOFTWARE, NOR WILL WE BE RESPONSIBLE FOR ANY COMPUTER OR ELECTRONIC VIRUSES, MALWARE, SPYWARE OR OTHER DESTRUCTIVE DEVICE THAT AFFECTS YOUR COMPUTER, DEVICE OR SOFTWARE WHILE USING EBANKING. IN ADDITION, WE WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY ACCESS OR ATTEMPTED ACCESS TO YOUR COMPUTER, DEVICE OR SOFTWARE WHILE USING EBANKING OR OUR WEBSITE.

WE ARE NOT RESPONSIBLE AND YOU AGREE TO HOLD US HARMLESS FOR SECURITY BREACHES CAUSED BY OR ARISING FROM A BREACH OF YOUR COMPUTER SYSTEM, INTERNET SERVICE PROVIDER, DEVICE OR YOUR DEVICE CARRIER.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER AND DEVICE INCLUDING BUT NOT LIMITED TO THE USE OF UPDATED ANTI-VIRUS PROTECTION.

NEITHER WE NOR OUR SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSWORD, OR MALFUNCTION OF YOUR COMPUTER, DEVICE OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER, DEVICES AND SOFTWARE.

IN NO EVENT WILL WE OR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OUR WEBSITE, EBANKING, THE EBANKING SERVICES, THE INABILITY TO USE EBANKING, ANY EQUIPMENT, SOFTWARE, MERCHANDISE OR SERVICES PURCHASED OR OBTAINED USING OUR WEBSITE OR EBANKING, OR ANY MESSAGES RECEIVED VIA OUR WEBSITE OR EBANKING OR ANY TRANSACTIONS THEREUNDER, EVEN IF WE HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF US AND OUR SERVICE PROVIDERS UNDER THIS AGREEMENT SHALL NOT EXCEED THE AVERAGE MONTHLY AMOUNTS PAID BY YOU FOR THE SERVICES PROVIDED TO YOU THROUGH EBANKING IN THE YEAR PRECEDING ANY CLAIM YOU MAKE AGAINST US.

Unless otherwise required by law, any claim, action or proceeding by you to enforce the terms of this Agreement must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with First Bank in any loss recovery efforts First Bank may, in its discretion, undertake to reduce any loss or liability that arises in connection with the eBanking Services.

These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

You acknowledge that Bank's fees have been established in contemplation of: (a) these limitations on Bank's liability; (b) your agreement to review eStatements, emails, and notices promptly and to notify First Bank immediately of any discrepancies or problems; and (c) your agreement to assist First Bank in any loss recovery effort.

THE FOREGOING SHALL CONSTITUTE FIRST BANK'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY.

### **Disclaimer of Warranty**

YOU AGREE YOUR USE OF EBANKING, THE EBANKING SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES AND SERVICE PROVIDERS) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF EBANKING AND THE EBANKING SERVICES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT EBANKING OR THE EBANKING SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM EBANKING WILL BE ACCURATE OR RELIABLE, (iv) THAT TRANSMISSIONS WILL BE SECURE, (v) THE SERVERS THAT MAKE EBANKING AVAILABLE WILL BE AVAILABLE, ARE FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS, AND (vi) ANY ERRORS IN EBANKING OR TECHNOLOGY WILL BE CORRECTED.

### **Governing Law**

This Agreement will be governed by the law of the state in which your account is located. If you opened your account in person, it is deemed to be located in the state in which you opened it. If you opened your account online or by telephone and you reside in a state in which we maintain a branch at that time (or reside within 50 miles of a branch), it is deemed to be located in the state in which the branch is located. If you reside anywhere else, then your Account is deemed to be located in Missouri.

### **Waiver of Jury Trial**

WHERE PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BROUGHT BASED UPON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING THIS AGREEMENT.

### **Dispute Resolution; Jurisdiction**

You agree that any disputes between you and us or that relate to or arise from this Agreement or eBanking will be resolved exclusively in the State or Federal court in the County of St. Louis, Missouri.

The parties agree that such court is the most convenient venue or forum for the resolution of such disputes and such court has jurisdiction over the respective parties.

### **Waiver of Class Action**

If either party elects to arbitrate a claim, neither you nor we will have the right to participate in a class action, private attorney general action, or other representative action, either as a member or a representative, nor to act in the interest of the general public, nor to join or consolidate a claim with the claim of any other person, nor seek an award or remedy against or on behalf of anyone who is not a named party to the arbitration. If this Class Action Waiver is found to be legally unenforceable or limited for any reason with respect to a claim for which a party seeks class, private attorney general or representative relief, then this Agreement to arbitrate will be inapplicable with respect to that claim, and the claim will instead be handled through courts of competent jurisdiction or judicial reference, rather than by arbitration, and you and we agree this section will be read as if the provisions regarding arbitration were not present. The parties acknowledge that this Waiver of Class Action is material and essential to the arbitration of any claim and, notwithstanding any provision to the contrary, is not severable from the Agreement to arbitrate claims.

### **Release**

If you have a dispute with one or more users of eBanking or External Transfer, you release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such dispute. In addition, you waive and release any and all provisions, rights and benefits conferred either (i) by § 1542 of the California Civil Code, which reads: "Section 1542. General release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor;" or (ii) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code.

### **Recording and Use of Communications**

You and First Bank agree that all telephone conversations and data transmissions between you and First Bank or any of our Service Providers made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means and for any lawful purpose. All recordings, discs, magnetic tapes, security reports and related media and records used by First Bank for transactions contemplated by this Agreement shall remain the Bank's property.

### **Text Messages, Calls and/or Emails to You**

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us (which may be autodialed and prerecorded message calls) at that number and/or emails from us for our everyday business purposes (including identify verification) and for marketing purposes. You further consent to receiving text messages from us at that number, and/or emails from us, and Service Providers acting on our behalf, for alerts, notices or our marketing purposes. Please review our Online Privacy Statement for more information (found at [www.first.bank/about/disclosures/privacy-statement](http://www.first.bank/about/disclosures/privacy-statement)).

### **Information Authorization**

In accordance with our Online Privacy Statement and Privacy Notice, you agree that we reserve the right to obtain personal information about you, including without limitation, Device identifier data, financial information and transaction history regarding your Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access eBanking and use the eBanking Services, to authenticate you when you log in, to send you information about eBanking, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Services and the content and layout of eBanking.

Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, audit reasons and as permitted by applicable law. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with eBanking in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of eBanking.

## **Related Agreements**

Your use of eBanking is governed by: (i) this Agreement; (ii) our fee schedules; (iii) your application for eBanking and all implementation and enrollment forms (when applicable); (iv) any user guides and instructions we may provide you on using eBanking or any of the Services; (v) all other agreements applicable to the deposit or loan Accounts you access through eBanking, without limitation, including your Deposit Account Agreement and any related terms and conditions; (vi) our Online Privacy Statement and Privacy Notice; (vii) any applicable overdraft protection agreement; (viii) the terms of use for particular Services and our website; and (ix) any other applicable loan or deposit Account agreement as the foregoing may be amended from time to time (collectively, all agreements other than this Agreement are referred to as our "Other Agreements"). Such documents, disclosures, and policies represent the sole and exclusive agreement between you and us regarding eBanking and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof. The terms and conditions of the agreements and disclosures for each of our deposit and loan accounts continue to apply notwithstanding anything to the contrary in this Agreement. In the event of any conflict between this Agreement and any of the Other Agreements, this Agreement will control with respect to the subject contained herein.

## **Termination of Agreement, Cancellation, or Suspension**

You may cancel eBanking at any time. To cancel your eBanking profile, use messaging through the Messages tab in eBanking, or send us written notification, with your signature, to:

First Bank Service Center  
1 First Missouri Center  
St. Louis, MO 63141

Such termination shall only be effective after we have had a reasonable amount of time to act upon the request or written notice of such termination or such later date as is specified in that notice.

We reserve the right to terminate or suspend eBanking immediately and without notice (1) in the event of improper use of eBanking; (2) in the event of a failure to comply with the Security Procedures; (3) if you do not have sufficient funds in one of your Accounts; (4) due to inactivity, meaning you have not logged into eBanking for a reasonable period of time, no shorter than 90 days; (5) if all of your Accounts enrolled in eBanking have been closed; or (5) if any other circumstances exist that may create an unanticipated liability to us. We may attempt to send you an alert or other type of notification before your access to eBanking is terminated due to inactivity or closed Accounts. If eBanking is terminated or suspended, we reserve the right to change your periodic statement delivery method so that you will receive a paper copy of your periodic statement in the U.S. Mail (and your Account may be subject to fees for paper statements as described on the Schedule of Fees). We may also terminate this Agreement or suspend eBanking at any time with or without cause by providing written notice of such termination or suspension to you. Any termination of this Agreement shall not affect any of Bank's rights or your obligations with respect to eBanking Services utilized by you, or your payment obligations with respect to Services performed by us, or any other obligations that survive termination of this Agreement. Termination of this Agreement will not affect or terminate the Other Agreements governing your Accounts with the Bank.

All scheduled transactions will not be processed once eBanking is cancelled. You will remain responsible for any fees associated with eBanking prior to the effective cancellation date.

After termination or suspension of eBanking, we may consider reinstatement provided that sufficient funds are available in your Accounts to cover any fees and other pending transfers or debits. To request reinstatement of eBanking, you must call us at 1-800-760-BANK (2265).

### **No Unlawful or Prohibited Use**

As a condition of using eBanking, you represent and warrant to us that you will not use eBanking for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. As such, you agree not to use or attempt to use eBanking to: (a) engage in any illegal purpose or activity or to violate any applicable law, rule, or regulation; (b) breach any contract or agreement by which you are bound; (c) engage in any internet or online gambling transaction, whether or not gambling is illegal in any applicable jurisdiction; (d) engage in any activity or business that would result in you being or becoming a "money services business" as defined in the Bank Secrecy Act and its implementing regulations; or (e) engage in any transaction or activity that is not specifically authorized or permitted by this Agreement. You acknowledge and agree that we have no obligation to monitor your use of eBanking for transactions or activities that are impermissible or prohibited under the terms of this Agreement; provided, however, that we reserve the right to decline to execute any transaction or activity that we believe violates the terms of this Agreement.

You further warrant and represent that you will not use eBanking in any manner that could damage, disable, overburden, or impair eBanking or interfere with any other party's use and enjoyment of eBanking. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through eBanking. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

### **Assignment; Binding Agreement; Benefit**

You may not assign this Agreement to any other party without our written permission. We may assign this Agreement to any future directly or indirectly related affiliate or parent company or to a successor of our business, by merger or otherwise. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or third-party Service Providers. This Agreement shall be binding on the heirs, successors and assigns of the parties hereto. Other than Service Providers, this Agreement is not for the benefit of any other person, and no other person shall have any right against you or us hereunder.

### **No Waiver**

We and our Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or 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.

### **Singular and Plural**

Wherever the singular is used in this Agreement the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

### **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.

### **Ownership of Material**

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by us and/or our Service Providers unless otherwise indicated. All registered and unregistered trademarks used in eBanking are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

### **Links and Frames**

Links to other websites may be provided on the portion of eBanking which is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such websites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other website, and make no representations concerning the content of third-party websites listed in or linked to from any of eBanking's web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in websites listed in any search results or otherwise linked to eBanking. For example, if you "click" on a banner advertisement or a search result, your "click" may take you out of eBanking. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other websites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. These other websites are not governed by First Bank's privacy and security policies; therefore, you should review their privacy and security policies before providing any personal information. In addition, advertisers in eBanking may send cookies to users that we do not control. You may link to the home page of eBanking. However, you may not link to other pages of our eBanking system without our express written permission. You also

may not "frame" material in eBanking without our express written permission. We reserve the right to disable links from any third-party websites to eBanking.

### **Entire Agreement**

This Agreement, together with the Other Agreements, is the complete and exclusive statement of the agreements between us and you with respect to the subject matter hereof and supersedes any prior agreement(s) between us and you with respect to such subject matter. In the event of any conflict between this Agreement and any of the Other Agreements, this Agreement will control with respect to the subject contained herein. In the event performance of eBanking or any eBanking Service in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation, or government policy to which we are subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy, and we shall incur no liability to you as a result of such violation or amendment. No course of dealing between us and you will constitute a modification of this Agreement, any rules or guidelines associated with this Agreement, or the Security Procedures or constitute an agreement between you and us regardless of whatever practices and procedures we and you may use.

### **Survival**

The provisions of this Agreement, which by their nature survive expiration or termination of this Agreement shall survive, including without limitation, the sections entitled "Indemnification; Limitations on Bank's Liability" and "Disclaimer of Warranty and Limitation of Liability".

### **Severability**

If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the provisions shall continue in full force and effect and shall in no way be invalidated or otherwise affected.



## **TERMS AND CONDITIONS APPLICABLE TO SPECIFIC SERVICES**

The following terms and conditions regarding the eBanking Services are in addition to the General Terms and Conditions provided above.

### **BILL PAYMENT SERVICE**

#### **Description of Bill Payment Service (“Bill Payment” or “Bill Pay”)**

Bill Payment allows you to make one-time or recurring payments to Payees from your Account using Bill Payment contained within eBanking. The following terms and conditions apply to your use of Bill Payment. This Agreement does not alter the liability or obligations that currently exist between you and your Payees. A Payee may be a person or entity to which you wish a payment to be directed or is the person or entity from which you receive electronic bills (eBills).

#### **Service Providers**

You may be required to review and accept any Terms and Conditions provided by our Service Providers before scheduling a payment in Bill Payment. If you do not agree to these Terms and Conditions, you may choose not to use Bill Payment.

#### **Eligible Accounts**

In order to use Bill Payment, you must have an established Checking or Money Market Account with First Bank. Other deposit Accounts, such as Savings, CD and IRA Accounts are not eligible for Bill Payment.

#### **Payment Methods and Debit to Pay From Account**

First Bank reserves the right to select the method by which to remit payment to your Payee. Payment methods may include, but may not be limited to, an electronic payment or a paper Check payment. If the payment method is an electronic payment, the payment amount will be debited from your Pay From Account on the Send Date. If the payment method is a paper Check, the payment amount will be debited from your Pay From Account when the paper Check is presented to First Bank for payment which is outside of our control.

#### **Payment Scheduling**

The earliest possible Est. Delivery Date for each Payee will be indicated in Bill Payment when you are scheduling a payment, and it is dependent on the payment method available for the Payee, an electronic payment or a paper Check payment. You must select an Est. Delivery Date that is no earlier than the earliest possible Est. Delivery Date. If your desired delivery date falls on a non-Business Day, you must select an Est. Delivery Date that is at least one Business Day before such date. Conversely, you may select a Send Date first, and the Est. Delivery Date will be indicated in Bill Payment based on the payment method available for the Payee.

For a Payee that has been established in Bill Pay, once you select an Est. Delivery Date, Bill Payment will provide the Send Date. If the Payee may receive an electronic payment, the Send Date will be one (1) Business Day before the Est. Delivery Date. If the Payee must receive a paper Check payment, the Send Date will be five (5) Business Days before the Est. Delivery Date.

You may schedule payments to recur in the same amount at regular intervals.

The cut-off time for Bill Payment is 3:00 p.m. CT on each Business Day. If the eBanking session during which you schedule a payment occurs after 3:00 p.m. CT on a Business Day or on a non-Business Day, the Payment Instruction will be considered received from you on the following Business Day.

### **New Payees**

When you create a new Payee in Bill Payment, it may take up to two (2) Business Days to set up the Payee to receive payments. As a precaution, you should schedule a payment to a new Payee at least fourteen (14) Business Days before any payment Due Date, to allow Bill Payment time to set up the Payee and verify information about your account with the Payee.

### **Expedited Payments (“Quick Pay”)**

Quick Pay payments are delivered faster than standard Check payments. All Payees may not qualify for Quick Pay payments. Qualifying Payees will be identified at the time the expedited payment is initiated. A Quick Pay payment represents a paper Check sent via a two (2) Business Day delivery. There is a fee associated with Quick Pay payments which will be disclosed at the time you initiate the payment. The Quick Pay payment will be processed immediately upon being scheduled and cannot be updated or cancelled.

### **Payment Authorization and Payment Remittance**

By providing First Bank with the names and account information of Payees, you authorize First Bank to follow the Payment Instructions that it receives through Bill Payment. To process payments more efficiently and effectively, First Bank may edit or alter payment data or data formats to meet Payee requirements for proper credit.

When Bill Pay receives a Payment Instruction, you authorize Bill Payment to debit your Pay From Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Est. Delivery Date designated by you. When any payment or other online Service generates items to be charged to your Pay From Account, you agree that Bill Payment may debit your Pay From Account without requiring your signature on the item and without prior notice to you.

You also authorize Bill Payment to credit your Pay From Account for payments returned to us by the United States Postal Service or Payee, or payments remitted to you on behalf of another user of Bill Payment.

### **Sufficient Available Balance**

You are responsible for ensuring a sufficient Available Balance is in the Pay From Account when we withdraw the payment amount from your Account. If the requested electronic payment exceeds the sum of the Available Balance of the Pay From Account (plus Overdraft Protection Services, if applicable), you understand that First Bank may not act on your Payment Instructions, and the payment may not be sent to the Payee. If the requested paper Check payment exceeds the sum of the Available Balance of the Pay From Account (plus Overdraft Protection Services, if applicable) on the day it is presented to us for payment, the paper Check payment is subject to return, and the account may be subject to an NSF Return Item Fee (as disclosed on the Schedule of Fees).

An Overdraft Fee may be assessed to your Pay From Account if we overdraw it to pay a Bill Payment item. If we decline to overdraw your Pay From Account that participates in the Overdraft Privilege Service, you understand that First Bank will not act on your Payment Instructions. If you participate in one of our Overdraft Protection Services, the terms, conditions and fees associated with those Overdraft Protection Services also apply.

If a payment is not made because of insufficient funds, it will be your responsibility to reschedule the payment. It is your responsibility to verify that payment has been made. First Bank will not be responsible for late fees, finance charges, penalties or contractual defaults assessed by a Payee.

You agree to notify us promptly if you receive notice from a Payee that a payment you made using Bill Payment has not been completed or remains unpaid.

You agree to verify your Payee applies the payment issued through Bill Payment properly.

### **Overdraft Protection Services**

For payments scheduled in Bill Payment, certain Overdraft Protection Services may include the unused credit limit on a Preferred Credit Loan Account linked to the Pay From Account and/or the Overdraft Privilege Limit associated with the Overdraft Privilege Service available on the Pay From Account. See the Deposit Account Agreement for full details of these Overdraft Protection Services and our Schedule of Fees for applicable fees.

### **Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (including recurring payments) that has not yet been processed by following the directions within Bill Payment. There is no charge for canceling or editing a Scheduled Payment. Once Bill Payment has begun processing a payment, it cannot be cancelled or edited, therefore, a stop payment request must be submitted.

### **Stop Payment Orders**

If you want to attempt to stop any payment initiated in Bill Payment that has already been processed, you should contact the First Bank Service Center at 1-800-760-BANK (2265) or you may use the stop payment feature within eBanking "Stop Checks". First Bank requires a reasonable opportunity to act on any stop payment request after an electronic payment has been processed. First Bank's ability to process a stop payment request will depend on the payment method and whether or not the payment has cleared. Although First Bank will make a reasonable effort to accommodate your request, First Bank will have no liability for failing to do so. First Bank may also require you to present your request in writing within fourteen (14) calendar days. The charge for each stop payment order will be the current charge for such service as set out in the applicable Schedule of Fees.

### **Prohibited Payments**

Payments to Payees at addresses outside of the United States or its territories may not be made through Bill Payment. You will also not use Bill Payment for making any unlawful or prohibited payments. See the section titled "No Unlawful or Prohibited Use" contained in this Agreement.

### **Exception Payments**

Tax payments and court-ordered payments (“Exception Payments”) should not be scheduled through Bill Payment. If you choose to make such payments through Bill Payment, **they will be made at your own risk**. All research and resolution for any misapplied, misposted or misdirected payments of these types will be solely your responsibility. In no event shall First Bank be liable for any claims or damages resulting from your scheduling of these types of payments.

## **Electronic Billing (eBill)**

The eBill feature enables you to receive certain bills electronically. It is solely your responsibility to contact your Payees directly if you do not receive your bills. It is your responsibility to keep your accounts with your Payees current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills. Additionally, the ability to receive a paper copy of your bill(s) is at the sole discretion of the Payee. If you elect to activate one of Bill Payment's eBill options, you also agree to the following:

### Activation

Upon enrolling in eBill, First Bank may notify the Payee of your request to receive electronic billing information. The timing of your first eBill may vary from Payee to Payee and may take up to sixty (60) calendar days, depending on the billing cycle of each Payee. Payees with billing cycles less often than monthly may take longer.

### Information Provided to the Payee

Bill Payment is unable to send any updates or changes in your personal information such as, but not limited to, name, address, phone numbers and email addresses, to any Payee. You must make such changes by contacting the Payee directly. You are also responsible for all usernames and passwords used to access the websites of your electronic Payees. You agree not to use someone else's information to gain unauthorized access to another person's bill. You authorize First Bank, at the request of the Payee, to provide the Payee your email address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about Bill Payment and/or bill information.

### Authorization to Obtain Bill Data

Your activation of the eBill feature for a Payee shall be deemed to be your authorization for us to obtain bill data from the Payee on your behalf. Some Payees will ask you to provide us with your username and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.

### Notification

The timing of eBills may vary from Payee to Payee. First Bank will use reasonable efforts to present to you all of your eBills promptly. You must periodically log on to Bill Payment and check for new eBills. You are responsible for ensuring timely payment of all bills.

### Cancellation of eBill

Each electronic Payee reserves the right to cancel its eBill presentment at any time. You may use Bill Payment to cancel eBill at any time. The time required to cancel eBill may vary from Payee to Payee. It may take up to sixty (60) calendar days, depending on the billing cycle of each Payee. Payees with

billing cycles less often than monthly may take longer. First Bank will notify your electronic Payees of the change in status of your account, but it is solely your responsibility to make arrangements for an alternative form of bill delivery. First Bank will not be responsible for presenting any eBills that are already in process at the time of cancellation.

### Non-Delivery of eBills

You agree to hold First Bank harmless should the Payee fail to deliver your eBill. You are responsible for ensuring timely payment of all bills. Copies of previous bills must be requested from the Payee directly.

### Accuracy and Dispute of eBill Contents

First Bank is not responsible for the accuracy of the contents of your eBills. Any discrepancies or disputes regarding the accuracy of your eBill contents must be addressed with the Payee directly.

**This Agreement does not alter your liability or obligations that currently exist between you and your Payees.**

### **Closing Your Pay From Account**

If you close the Pay From Account, First Bank reserves the right to cancel all payments to be made from that Account. It is your responsibility to delete payments scheduled from Accounts you are closing and reestablish payments with a new account you open.

### **Returned Payments**

In using Bill Payment, you understand that Payees and/or the United States Postal Service may return payments to First Bank for various reasons such as, but not limited to: an invalid Payee address; an invalid Payee account number; the Payee's inability to locate the account; or the Payee's account being paid in full. First Bank, at its option, will either use reasonable efforts to research and correct a returned payment and return it to your Payee, or void the payment and credit your Pay From Account.

### **Bill Payment Fees and Additional Charges**

We may impose a fee for the use of Bill Payment, and we may subsequently change any fee imposed from time to time, with prior notice to you. Please review the Schedule of Fees for any fees applicable to Bill Payment, as well as any fee that is displayed within eBanking before a transaction is completed. Any other fees associated with your 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.

For consumer Bill Payment Services, there may be a charge for certain transactions and other optional services, such as Quick Pay Payments. If you do not wish to pay the fee, you will be given the opportunity to cancel the requested transaction. These fees and any additional charges that may be incurred by you will be deducted from the Pay From Account.

### **Failed Transactions**

In using Bill Payment, you are requesting First Bank to make payments for you from your Pay From Account. If we are unable to complete the transaction for any reason associated with your Pay From

Account (for example, there are insufficient funds in your Pay From Account to cover the transaction), the transaction will not be completed. In some instances, you may receive a return or failed notice from First Bank.

### **Payee Limitation**

First Bank reserves the right to refuse to pay any Payee to whom you may direct a payment. First Bank will notify you promptly if it decides to refuse to pay a Payee designated by you. However, if you attempt to make a prohibited payment or an Exception Payment under this Agreement, First Bank is not obligated to provide such a notice.

### **Bill Payment Limits**

We may at our sole discretion impose limits on the amount of payments you may initiate in Bill Payment.

### **Liability of First Bank**

First Bank will use reasonable efforts to make all your payments through Bill Payment properly. However, First Bank shall incur no liability if First Bank is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- 1) You have not provided Bill Payment with the correct payment account information, or the correct name, address, phone number, or account information for the Payee;
- 2) An Exception Payment is made; or
- 3) The occurrence of any of the conditions described in “Our Right to Delay or Reject Transactions” in this Agreement.

If none of the foregoing exceptions are applicable and Bill Payment fails to comply with your Payment Instructions, First Bank's sole liability to you shall be to process the payment.

## **EXTERNAL TRANSFER SERVICE**

### **Description of External Transfer Service (“External Transfer”)**

Subject to any transfer limitations discussed in this Agreement or your Other Agreements with us, External Transfer enables you to transfer funds between a First Bank Account (“Account”) and accounts you own at other financial institutions. In External Transfer, you may initiate the transfer of funds from your Account to an External Account, or you may initiate the transfer of funds from an External Account to your Account. The following terms and conditions apply to your use of External Transfer.

### **Service Providers**

You may be required to review and accept any Terms and Conditions provided by our Service Providers before scheduling a transfer in External Transfer. If you do not agree to these Terms and Conditions, you may choose not to use External Transfer.

### **Eligible Accounts**

In order to use External Transfer, you must have an established Checking, Savings or Money Market Account with First Bank. Other First Bank deposit Accounts, such as CD and IRA Accounts, and Loan Accounts are not eligible for External Transfer.

## **Transfer Scheduling**

Once you select a Send Date, the earliest possible Est. Delivery Date for each External Transfer will be indicated in External Transfer when you are scheduling a transfer. Conversely, once you select an Est. Delivery Date, External Transfer will provide the appropriate Send Date. If the transfer is scheduled from a First Bank to an External Account, the Send Date will be one (1) Business Day before the Est. Delivery Date. If the transfer is scheduled from an External Account to a First Bank Account, the Send Date will be three (3) Business Days before the Est. Delivery Date.

You may schedule a one-time transfer in External Transfer or recurring transfers by selecting a frequency interval. The Bank cannot guarantee the transfer or return of funds if another financial institution does not respond in a timely manner. We may make any transfers in External Transfer through any payment system or Automated Clearing House processor selected by us. You agree that transfers in External Transfer made through any Automated Clearing House processor are subject to the National Automated Clearing House Association (NACHA) rules.

The cut-off time for External Transfer is 3:00 p.m. CT on each Business Day. If the eBanking session during which you schedule a transfer occurs after 3:00 p.m. CT on a Business Day or on a non-Business Day, the External Transfer Instruction will be considered received from you on the following Business Day.

## **New External Accounts**

You are responsible for enrolling and verifying your accounts with other financial institutions that you wish to use for External Transfers. You agree that you will attempt to enroll accounts only for which you have authority to transfer funds. When you create a new External Account in External Transfer, it may take several Business Days to set up the External Account and to verify the External Account.

## **Transfer Authorization and Processing**

For each transfer, you represent and warrant that you have transaction ownership or transaction authority of the Account and the External Account and that you have all necessary legal right, power and authority to transfer funds from the Account to the External Account and from the External Account to the Account. If you are a joint owner of the Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such accounts or to even withdraw all funds from such accounts); and (ii) we may act on your instructions regarding such accounts without liability to such other joint owners.

When we receive a Transfer Instruction from you, you: 1) authorize us to debit your Account and remit funds on your behalf to the External Account designated by you or 2) authorize us to debit your External Account and remit funds on your behalf to your Account. You also authorize us to reverse a transfer from your External Account if the transfer is returned from the account for any reason, including but not limited to nonsufficient funds.

## **Transfer Methods and Debit to Account**

If an External Transfer is initiated for the transfer of funds from your Account to an External Account, the amount of the transfer will be debited from your Account on the Send Date. If an External Transfer is initiated for the transfer of funds from an External Account to your Account, the amount of the transfer will be credited to your Account when it is received by First Bank. Any credit the Bank gives for an

External Transfer to your Account is provisional until the Bank receives final payment for the amount of the External Transfer. We reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the External Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic payment or an electronic to Check payment.

### **Sufficient Available Balance**

You are responsible for ensuring a sufficient Available Balance is in the Account when we withdraw the transfer amount from your Account. If the requested External Transfer amount exceeds the sum of the Available Balance of the Account (plus Overdraft Protection Services, if applicable), you understand that First Bank may not act on your Transfer Instructions, and the transfer may not be sent to the External Account.

An Overdraft Fee may be assessed to your Account if we overdraw it to complete a transfer to an External Account. If we decline to overdraw your Account that participates in the Overdraft Privilege Service, you understand that First Bank will not act on your Transfer Instructions. If you participate in one of our Overdraft Protection Services, the terms, conditions and fees associated with those Overdraft Protection Services also apply.

If a transfer to an External Account is not made because of insufficient funds, it will be your responsibility to reschedule the transfer. It is your responsibility to verify that transfers to External Accounts have been made.

### **Overdraft Protection Services**

For transfers scheduled in External Transfer where funds are being transferred from your Account to an External Account, certain Overdraft Protection Services may include the unused credit limit on a Preferred Credit Loan Account linked to the Account and/or the Overdraft Privilege Limit associated with the Overdraft Privilege Service available on the Account. See the Deposit Account Agreement for full details of these Overdraft Protection Services and our Schedule of Fees for applicable fees.

### **Transfer Cancellation Requests and Refused Transfers**

You may attempt to cancel a transfer at any time until it begins processing (as shown in eBanking). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfers to your Account.

### **Refused Transfers**

We reserve the right to refuse any transfer to an External Account. We will notify you promptly if we decide to refuse to transfer funds to an External Account. This notification is not required if you attempt to make a transfer prohibited under this Agreement.

### **Returned Transfers**

In using External Transfer, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended External Account or void the transfer and credit your Account. You may receive notification from us.



## **Stop Payment Requests**

If you initiate a transfer from your Account to an External Account, and you desire to stop any transfer that has already been processed, you must contact the First Bank Service Center as provided in this Agreement. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) calendar days. The charge for each stop payment order will be the current charge for such service as set out in the applicable Schedule of Fees.

## **Acceptable Use**

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of External Transfer, regardless of the purpose of the use, and for all communications you send through eBanking. We and our Service Providers have the right, but not the obligation, to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. We and our Service Providers reserve the right to monitor and remove any comments you post or submit through External Transfer. In addition, you are prohibited from using External Transfer for activities that: (a) violate any law, statute, ordinance or regulation; (b) relate to illegal gambling, illegal gaming and/or any other illegal activity with an entry fee or a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill and sweepstakes (c) violate any property or proprietary right of any third party, including any copyright, trademark, or right of publicity or privacy under the laws of any jurisdiction; (d) impose an unreasonable or disproportionately large load on our infrastructure; (e) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (f) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy External Transfer or the portion of the eBanking system through which it is offered without our prior written permission; (g) constitute use of any device, software or routine to bypass technology protecting eBanking or External Transfer, or interfere or attempt to interfere, with eBanking or External Transfer; or (h) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in this Agreement of any violations of this section or this Agreement generally. In no event shall we or our Service Providers be liable for any claims or damages resulting from or related to your violation of the acceptable uses of External Transfer or this Agreement.

## **Notices to You**

You agree that we may provide notice to you by posting it in eBanking, sending you a message within eBanking, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any cell phone number that you have provided us, including but not limited to the cell phone number that you have provided to us in eBanking. For example, users of External Transfer may receive certain notices (such as notice and receipt of transfers) as text messages on their mobile device. All notices by any of these methods shall be deemed received as provided in the "Notices" section in this Agreement.

## **Accuracy of Information**

It is your responsibility to ensure the accuracy of any information that you enter into External Transfer, and to inform us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer

made to the wrong External Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

## **External Transfer Limits**

We may at our sole discretion impose limits on the amounts and frequency of transfers initiated in External Transfer. Transfers may be subject to transaction, daily, and monthly limits that may change from time to time based on our discretion.

## **Taxes**

It is your responsibility to determine what, if any, taxes apply to transfers you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transfers, or for collecting, reporting or remitting any taxes arising from any transfer.

## **External Transfer Fees**

We may impose a fee for the use of External Transfer, and to subsequently change any fee imposed from time to time, with prior notice to you. Please refer to our Schedule of Fees for fees that may apply. Any other fees associated with your 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.

## **Liability of First Bank**

First Bank will use reasonable efforts to make all your transfers through External Transfer properly. However, First Bank shall incur no liability if First Bank is unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

- 1) The transfer is refused as described above;
- 2) You as a Sender have not provided us with the correct information, including but not limited to the correct Account or External Account information; and/or,
- 3) The occurrence of any of the conditions described in "Our Right to Delay or Reject Transactions" in this Agreement.

If none of the foregoing exceptions are applicable and External Transfer fails to comply with your External Transfer Instructions, First Bank's sole liability to you shall be to process the transfer.

## **PAY PEOPLE**

### **Description of Pay People Service ("Pay People")**

In Pay People, you may initiate the payment of funds from your Account to any person in the U.S. (a Recipient). Although the Automated Clearing House (ACH) Network is often used to execute payments for Pay People, other Payment Networks may be used to facilitate the execution and transmission of payments. All payments made through Pay People and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. The following terms and conditions apply to your use of Pay People.

## **Service Providers**

You may be required to review and accept any Terms and Conditions provided by our Service Providers before scheduling a payment in Pay People. If you do not agree to these Terms and Conditions, you may choose not to use Pay People.

## **Eligible Accounts**

In order to use Pay People, you must have an established Checking, Savings or Money Market Account with First Bank. Other First Bank deposit Accounts, such as CD and IRA Accounts, and Loan Accounts are not eligible for Pay People.

## **Payment Scheduling**

You will select a Send Date to send the payment to a Recipient using Pay People, and the earliest possible Send Date will be displayed for you in Pay People. Once you select a Send Date, Pay People will generate a text message or email to the Recipient. From the text message or email, the Recipient must accept the payment within 10 calendar days.

You may schedule a one-time payment in Pay People or recurring payments by selecting a frequency interval.

The cut-off time for Pay People is 3:00 p.m. CT on each Business Day. If the eBanking session during which you schedule a payment occurs after 3:00 p.m. CT on a Business Day or on a non-Business Day, the Send Date may be on the following Business Day.

## **New Person as a Recipient**

You are responsible for adding people as Recipients to whom you wish to send payments in Pay People. When you create a new Recipient in Pay People, the new Recipient setup is generally effective the day of setup. It is your responsibility to ensure the accuracy of any information that is entered into Pay People (including but not limited to the name, mobile number or email address for the Recipient to whom you are attempting to send a payment), and for informing us as soon as possible if you become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

## **Payment Authorization and Payment Remittance**

By providing us with names and mobile numbers or email addresses of people to whom you wish to direct payments, you authorize us to deliver payments to Recipients. You are responsible for ensuring the accuracy of any information you provide to us to process a payment. You will be responsible for any transaction that is processed based on your instructions even if you make an error inputting the information or are tricked or deceived by a third party to initiate the transaction.

When you initiate a payment in Pay People, you authorize us to debit your Account for the amount of any such payment, and to remit funds on your behalf. You also authorize us to credit your Account for the receipt of those payments returned to us from Recipients to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.

## **Initiation of a Payment, Payment Method and Debit to Account**

When you initiate a one-time payment in Pay People to a Recipient, the text message or email to the Recipient will be initiated on the Send Date displayed in Pay People. Notification of the payment is initiated to a Recipient by providing all the required information about the Recipient, including the person's email address or mobile number. Pay People may contact the Recipient and request that the Recipient (i) provide information so that we may validate the identity of the Recipient and then (ii) provide account information in order to complete the payment.

You understand and agree that when you initiate a payment from an Account using Pay People, the initiation of the payment will begin as early as the Business Day of such initiation. However, the payment funds may be transferred into the Recipient's account no earlier than the next Business Day after you initiated the payment in Pay People. In addition, the deposit of the payment of funds into the Recipient's account may be delayed if the Recipient has not accepted the payment and/or provided Pay People with certain required information such as his or her account information. eBanking may contain additional information regarding the delivery of a payment to a Recipient's account.

You further acknowledge and agree that our receipt of money to be transmitted to a Recipient shall not be deemed to have occurred and our obligation to complete a payment initiated in Pay People shall not begin until such time as the Recipient provides us with (or we otherwise obtain) all required information necessary to process the related payment in accordance with this Agreement. Any cancellation of a payment prior to the Recipient providing us with such information shall be subject to the provisions of the "Payment Cancellation, Stop Payment Requests and Refused Payments" section below.

For a payment initiated in Pay People for the payment of funds from your Account to a Recipient, the amount of the payment will be debited from your Account on the Business Day that the Recipient has accepted the payment. We reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper Check payment. Limits on payments using Pay People may not be disclosed.

### **Sufficient Available Balance**

You are responsible for ensuring a sufficient Available Balance is in the Account when we withdraw the payment amount from your Account. If the requested payment amount exceeds the sum of the Available Balance of the Account (plus Overdraft Protection Services, if applicable), you understand that First Bank may not act on your Pay People payment request, and the payment may not be sent to the Recipient.

An Overdraft Fee may be assessed to your Account if we overdraw it to complete a payment initiated in Pay People. If we decline to overdraw your Account that participates in the Overdraft Privilege Service, you understand that First Bank will not act on your Pay People payment request. If you participate in one of our Overdraft Protection Services, the terms, conditions and fees associated with those Overdraft Protection Services also apply.

If a payment to a Recipient is not made because of insufficient funds, it will be your responsibility to reschedule the payment. It is your responsibility to verify that payments to Recipient have been made.

### **Overdraft Protection Services**

For payments scheduled in Pay People where funds are being sent from your Account to a Recipient, certain Overdraft Protection Services may include the unused credit limit on a Preferred Credit Loan

Account linked to the Account and/or the Overdraft Privilege Limit associated with the Overdraft Privilege Service available on the Account. See the Deposit Account Agreement for full details of these Overdraft Protection Services and our Schedule of Fees for applicable fees.

### **Payment Cancellation, Stop Payment Requests and Refused Payments**

You may cancel the initiation of a payment in Pay People or stop a payment in Pay People at any time until the processing of the payment into the Recipient's account has begun. Our ability to stop a payment initiated in Pay People or recover funds associated with an unauthorized payment will depend on the manner in which the payment was initiated, and whether the payment to the Recipient's account has begun processing. If you initiate a payment in Pay People, and you desire to stop any payment that has already been processed, you must contact the First Bank Service Center as provided in this Agreement. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized payment, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) calendar days. The charge for each stop payment order will be the current charge for such service as set out in the applicable Schedule of Fees.

Payments not claimed by a Recipient will be automatically cancelled ten (10) calendar days after the processing of the payment begins. When you initiate a payment in Pay People, the Recipient is not required to accept the payment. You agree that you will not hold us liable for any damages resulting from a Recipient's decision to accept or not to accept a payment initiated or attempted through Pay People. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Account or use other reasonable efforts to return such payment to you as permitted by law.

### **Failed Payments**

In using Pay People, you are requesting First Bank to attempt to make payments for you from your Account. If we are unable to complete the payment for any reason associated with your Account; (for example, there are insufficient funds in your Account), the payment may not be completed. In some instances, you may receive a return notice from us. In each such case, you agree that if we are unable to complete the payment for any reason associated with your Account (for example, there are insufficient funds in your Account to cover the payment), the payment will not be completed.

### **Refused Payments**

We reserve the right to refuse to pay any Recipient. We will attempt to notify you promptly if we decide to refuse to pay a Recipient designated by you. This notification is not required if you attempt to make a prohibited payment under this Agreement.

### **Returned Payments**

In using Pay People, you understand that Recipients may reject payments or otherwise return payments. We will use reasonable efforts to complete payments initiated through Pay People.

### **Acceptable Use**

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of Pay People, regardless of the purpose of the use, and for all communications you send through Pay People. We and our Service Providers have the right but not

the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using Pay People for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy Pay People or the portion of eBanking through which Pay People is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting eBanking or Pay People, or interfere or attempt to interfere, with eBanking or Pay People; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in this Agreement of any violations of this section or this Agreement generally. In no event shall we or our Service Providers be liable for any claims or damages resulting from or related to your violation of the acceptable uses of Pay People or this Agreement. We and our Service Providers reserve the right to monitor and remove any comments you post or submit through Pay People. You are responsible for adding Recipients that you wish to pay using Pay People. The Bank cannot guarantee the transfer or return of funds if another financial institution does not respond in a timely manner. We may make any payment through any payment system or Automated Clearing House processor selected by us. You agree that payments made through any Automated Clearing House processor are subject to the National Automated Clearing House Association rules.

## **Prohibited Payments**

You will not use Pay People for making any unlawful or prohibited payments. In addition to the prohibited uses contained in the section titled "No Unlawful or Prohibited Use" contained in this Agreement, the following types of payments are prohibited through Pay People, and we have the right but not the obligation to monitor for, block and/or reverse such payments:

(a) Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); (b) Payments that violate any law, statute, ordinance or regulation; (c) Payments that violate the Acceptable Use terms in "Acceptable Use" section above; (d) Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (e) Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; (f) Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or

transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's cheques or money orders, currency dealers or exchanges or Check cashing, or (6) provide credit repair or debt settlement services; and (g) Tax payments and court-ordered payments.

In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, misposted, or misdirected prohibited payments will be your sole responsibility and not ours.

### **Receipts and Transaction History**

You may view your Pay People transaction history by logging into Pay People and looking at your transaction history. You agree to review your transactions by this method in addition to receiving and reviewing periodic statements regarding your Account.

### **Privacy of Others**

If you receive information about another person through Pay People, you agree to keep the information confidential and only use it in connection with Pay People.

### **Mobile Phone Users**

Your phone service provider is not the provider of Pay People. Users of Pay People may receive text messages relating to the payment initiated in Pay People and other notices from time to time if a mobile number is provided. You acknowledge that you are responsible for confirming with any Recipient that the Recipient consents to receive a text message related to the payment initiated in Pay People. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled Device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such Device. You understand that there are risks associated with using a Device, and that in the event of theft or loss, your confidential information could be compromised.

### **Pay People Limits**

We may at our sole discretion impose limits on the amount of money you can send through Pay People, including the aggregate dollar amount of transaction over a designated time frame. Your limits may be adjusted from time-to-time at our sole discretion.

### **Taxes**

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

## **Service Fees and Additional Charges**

We may impose a fee for the use of Pay People, and to subsequently change any fee imposed from time to time, with prior notice to you. Refer to our Schedule of Fees for any fees that may apply to Pay People. Any other fees associated with your 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.

## **Notification of Errors or Questions**

In case of errors or questions about your payments, you should as soon as possible contact us as set forth in the “Notices and Communications Between You and First Bank” section above.

## **Liability of First Bank**

First Bank will use reasonable efforts to complete your payments through Pay People properly. However, we shall incur no liability if we are unable to complete any payment because of the existence of any one or more of the following circumstances:

- 1) The payment is refused as a prohibited payment described above or is refused as described in “Payment Cancellation, Stop Payment Requests and Refused Payments” Section;
- 2) You have not provided us with the correct information, including but not limited to the correct name or email address or mobile number of the Recipient to whom you are initiating a Payment Instruction; and/or
- 3) The occurrence of any of the conditions described in “Our Right to Delay or Reject Transactions” in this Agreement.

If none of the foregoing exceptions are applicable and Pay People fails to comply with the payment you initiated in Pay People, First Bank’s sole liability to you shall be to process the payment.

## **MOBILE BANKING**

### **Description of the Mobile Banking Service**

First Bank’s Mobile Banking Service (Mobile Banking) is available to you if you are properly enrolled in eBanking by downloading First Bank On the Go, First Bank’s Mobile Banking application, and registering for Mobile Banking. By using Mobile Banking, you agree to all of the Mobile Banking specific terms and conditions set forth herein. Mobile Banking is offered as a supplemental service to the Bank’s eBanking Services and is not intended to replace access to eBanking from your personal computer, laptop, or other methods you use for managing your Accounts and services with us. Mobile Banking allows you to access your Account information, transfer funds between your Accounts at First Bank and between accounts held at First Bank and other financial institutions using External Transfers, use Bill Payment, send payments to individuals using Pay People, set Alerts relating to your Accounts, and similar activities.

### **Additional Mobile Banking Services**

We may offer additional Mobile Banking Service features in the future, which will be governed by this Agreement. By using Mobile Banking, you agree to the most recent version of this Agreement.

### **Limitations; Agreements with Third Parties**



We reserve the right to limit the types and number of Accounts or Devices and the right to refuse to process any transaction you request through Mobile Banking. We also reserve the right to modify the scope of, and Services offered, through Mobile Banking, at any time and from time to time.

You agree that when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with service providers that are unaffiliated with the Bank, including, but not limited to, your wireless carrier, and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations, and restrictions which might affect your use of Mobile Banking, for example, data usage or short message service ("SMS") text messaging charges imposed on you by your wireless carrier for use of or interaction with Mobile Banking, and you agree that you are solely responsible for all such fees, limitations, and restrictions. You understand and agree that your wireless carrier is solely responsible for the quality and availability of its products and services. Accordingly, you agree to resolve any such problems with your wireless carrier directly, without involving us.

We do not guarantee the functionality of Mobile Banking on all wireless devices or networks; however, generally, Mobile Banking should be compatible with any web-enabled Device, regardless of make, model, or wireless carrier. Mobile Banking is not supported on iPads or tablets at this time. We cannot guarantee, and we are not responsible for the availability of, data services provided by your wireless carrier, and have no liability relating to the unavailability of data services by your wireless carrier as a result of issues such as data outages at your wireless carrier, or you being out of range for data services provided by your wireless carrier.

## **Your Responsibilities**

You are responsible for reviewing and complying with the instructions provided on our website or otherwise for the proper use of Mobile Banking. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with or questions regarding Mobile Banking. We may modify Mobile Banking from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified and your continued use indicates your consent to the changes. In addition, you accept sole responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Device. You must maintain appropriate virus and spyware protection on your Devices. The Bank will not be responsible for any errors or failures caused by any malfunction of your Devices. We are not responsible for unauthorized transactions brought about by viruses, spyware, malware, worms, or related electronic problems/infections. The Bank cannot control the availability or speed of the Services on your Device, and therefore, is not liable for non-transmission or slow transmission of information or instructions. The Bank reserves the right, without notice and at its sole discretion, to suspend or terminate your ability to access or use Mobile Banking, and to block or prevent future access to and use of Mobile Banking for any reason. The Bank may, in its sole discretion, terminate, change, modify, suspend, make improvements to or discontinue any or all aspects of Mobile Banking, temporarily or permanently, at any time with or without notice to you. You agree that the Bank shall not be liable to you or to any third party for any such modification, suspension or discontinuance. Mobile Banking is owned and operated by the Bank or its affiliates, licensors and/or third-party Service Providers (the "Bank Parties") and unless otherwise indicated, all designs, text, images, videos, graphics, software and other content and materials appearing in Mobile Banking (collectively, "Content") are the property of the Bank or the Bank Parties, and protected, without limitation, by U.S. and foreign copyright, trademark and other intellectual property laws. All trademarks,

service marks, trade names, logos and other indicia of origin (collectively, "Marks") appearing in Mobile Banking are the property of the Bank or the Bank Parties. You may not make any use of any Content or Marks without the prior written consent of the Bank. No Content from the Bank Website or mobile application may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way.

You agree to provide source information in any SMS text messages you send to us, such as your mobile telephone number in the "from" field in a text message, so that we can identify who the SMS text message is from.

### **Account Ownership/Correct Information**

You represent that you are the legal owner of the Account(s) and other financial information that may be accessed using Mobile Banking. You represent that all information you provide to us in connection with Mobile Banking is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or Account information. You represent and warrant that you are the owner, or an authorized user, of the Device you will use to access Mobile Banking.

### **Security**

In addition to the other terms and conditions in this Agreement, you agree to take every precaution to ensure the safety, security, and integrity of your Account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each Mobile Banking session. You agree not to provide any of your Mobile Banking access information (e.g., Username and Password, Biometric ID, Biometric Data or Mobile Passcode) to any unauthorized person. **If you permit other persons to use your Device, Mobile Banking access information, or any other means to access Mobile Banking, including through storage or use of their biometric information in your Device, you will be held responsible for any transactions they authorize, and we will not be liable for any damages resulting to you.**

We make no representations that Mobile Banking will be available for use in locations outside of the United States. Accessing Mobile Banking from locations outside the United States is at your own risk.

### **Discrepancies**

We assume no responsibility for the accuracy or timeliness of information provided by, or retrieved from, other institutions or other parties to your transactions. You agree to provide us with prior written notice of any changes in your designated Accounts with Payees and other institutions that would affect our right or ability to process transfers or payments made through Mobile Banking. If a transfer or payment instruction identifies a Payee or a financial institution by name and account or other identifying number, we and other financial institutions may process the transaction solely on the basis of the number, even if it identifies a different person or entity from what is indicated in the instruction. We have no obligation to identify and investigate discrepancies between names and numbers.

### **Mobile Banking Transfers**

You may use Mobile Banking to transfer funds between your eligible Accounts using Internal Transfer, External Transfer and Pay People. The sections of this Agreement regarding Internal Transfer, External Transfer and Pay People govern your use of those Services through Mobile Banking.

## Privacy

Protecting the privacy of your information is important to us. All information gathered from or about you in connection with your use of Mobile Banking is subject to our Online Privacy Statement and Privacy Notice, which are available on our website, within eBanking, within Mobile Banking, or by contacting the First Bank Service Center. We will disclose information about your Account or transactions you make: 1) When it is necessary to complete transactions or activate additional services; 2) on order to verify the existence and condition of your Account for a third party, such as a consumer reporting agency, merchant, Biller, or holder of a Check issued through an eBanking payment service; 3) for fraud prevention and security purposes; 4) in order to comply with government agency or court orders; or 5) with your permission.

We also collect and share information, such as your device identifier, Internet Protocol (“IP”) address, mobile phone number, data files, message content, and similar information to enable us to provide Mobile Banking Services to you and for security and fraud prevention purposes. By using Mobile Banking, you consent to the collection and sharing of this information for security and fraud prevention purposes.

## Biometric Access and Privacy

You may elect to access Mobile Banking by using biometric authentication in connection with your Device’s biometric access feature. Mobile Banking and eBanking do not have access to, control of, or store fingerprint, face print, or other biometric data (“Biometric Data”) used in Touch ID, Face ID, and similar authentication processes (“Biometric ID”). Biometric ID uses an application which prompts a Device to validate the user. The Device responds to the validation prompt by indicating whether or not the Biometric Data matches. All Biometric Data is captured by and stored in your Device’s operating system. You must enable your Device’s Face, Fingerprint, or other Biometric Data unlock option in order to use Biometric ID. By enabling Biometric ID, you understand and agree that Biometric Data stored on your Device will be used to access your Accounts in Mobile Banking and to conduct transactions using Mobile Banking. Some Device operating systems may allow you to store multiple fingerprints, face prints, or other Biometric Data on your Device. If you have any other people’s fingerprints, face prints, or Biometric Data registered on your Device, they will be able to access your Accounts via Mobile Banking and initiate transactions. **By enabling Biometric ID on a Device on which anyone else has registered their fingerprints, face prints, or other Biometric Data which may be used to access Mobile Banking, you are granting those persons authority to access your Account and you will be responsible for any transactions that they initiate.** Additionally, if you have Face ID enabled and have family members who look like you, they may be able to sign into Mobile Banking using Face ID. You may be asked to log in to Mobile Banking using your Username and Password or a numerical passcode in the event Biometric ID does not function as expected.

If you choose not to enable Biometric ID, you will log in using a Username and Password or a numerical passcode, which you will establish at your first login to Mobile Banking.

## Conduct

You agree that you will not use, facilitate or allow others to use Mobile Banking, or the content or information delivered through Mobile Banking in any way:

- Which violates the terms of this Agreement (including, without limitation, as prohibited in the section of this Agreement titled “No Unlawful or Prohibited Use”);
- To violate the rights of others;

- To threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm;
- For any content or activity that promotes child sexual exploitation or abuse;
- To violate or attempt to violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device; or
- To distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, solicitations, or “spam”.

We may investigate any suspected violation of this section and disable your access to Mobile Banking if any of the above activities occur.

## **Indemnification**

In addition to the indemnification obligations provided in the Agreement, unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless First Bank, its officers, directors, employees, consultants, agents, Service Providers, and licensors from any and all third party claims, liability, damages, expenses, and costs caused or arising from (1) a third party claim, dispute, action, or allegation of infringement, misuse or misappropriation based on information, data or files submitted by you through Mobile Banking; (2) your violation of any law or rights of a third party; or (3) your use, or use by a third party of Mobile Banking.

## **Termination of Mobile Banking**

You may terminate Mobile Banking by uninstalling the First Bank On the Go application. We reserve the right to modify or discontinue Mobile Banking at any time, or certain features within Mobile Banking, without notice, except as required by law.

## **Questions**

If you have questions about Mobile Banking or need assistance, you may message us in Mobile Banking, email the First Bank Service Center at ClientService@fbol.com, call us at 1-800-760-BANK (2265), or reply to a text message with the word “HELP”.

## **Mobile Application End User License Agreement**

This Agreement governs your (the “End User”) use of the First Bank On the Go application, including all related documentation (“Application”). The Application is licensed, not sold, to you.

By downloading, installing, and using the First Bank On the Go Application, you a) acknowledge that you have read and understand this Agreement; and b) Accept this Agreement and agree that you are legally bound by its terms. If you do not agree to these terms, do not download, install, and use the Application. If you have already downloaded and installed this Application, and do not agree to these terms, delete the Application from your Device.

### License Grant

Subject to the terms of this Agreement, the Bank grants you a limited, non-exclusive, and nontransferable license to: a) download, install, and use the Application for your use on a single Device owned or otherwise controlled by you strictly in accordance with the Application's documentation; and b) access, download, and use on such Device, the Content and Services (as defined below) made available in or otherwise accessible through the Application, strictly in accordance with this Agreement and the Terms of Use applicable to such Content and Services as set forth herein.

### License Restrictions

Except as may be expressly permitted by applicable law or expressly authorized by the Application, you shall not:

- a) copy the Application, except as expressly permitted by this license;
- b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
- e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one Device at any time;
- f) use any robot, spider, or other automatic device, process, or means to access the Application for any purpose, including monitoring or copying any of the material on the Application;
- g) use any manual process to monitor or copy any of the material on the Application, or for any other purpose not expressly authorized in this Agreement, without Bank's prior written consent;
- h) frame, mirror, or otherwise incorporate the Application or any portion of the Application as part of any other mobile application, website, or service;
- i) use the Application in any manner that could disable, overburden, damage, or impair the Application or interfere with any other party's use of the Application;
- j) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application; or
- k) use the Application in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems, or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire, or other safety response systems; and military or aerospace applications, weapons systems, or environments.

### Reservation of Rights

You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. The Bank, its licensors, and Service Providers reserve and shall retain their entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

### Collection and Use of Your Information

You acknowledge that when you download, install, or use the Application, the Bank may use automatic means (including, for example, cookies and web beacons) to collect information about your Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our

Online Privacy Statement and Privacy Notice. By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Online Privacy Statement and Privacy Notice.

### Content and Services

The Application may provide you with access to eBanking Services accessible through www.first.bank (the "Website") and products and services accessible thereon, and certain features, functionality, and content accessible on or through the Application may be hosted on the Website (collectively, "Content and Services"). Your access to and use of such Content and Services are governed by this Agreement, First Bank's Terms of Use, Online Privacy Statement, and Privacy Notice, which are incorporated herein by reference. Your access to and use of such Content and Services will require you to acknowledge your acceptance of such Terms of Use and to register with the Application, and your failure to do so may restrict you from accessing or using certain of the Application's features and functionality. Any violation of such Terms of Use will also be deemed a violation of this Agreement.

### Geographic Restrictions

The Content and Services are based in the United States and provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Content and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States, you are responsible for compliance with local laws.

### Updates

The Bank may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that the Bank has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Device settings, when your Device is connected to the Internet either: a) the Application will automatically download and install all available Updates; or b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

### Third-Party Materials

The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services ("Third-Party Materials"). You acknowledge and agree that the Bank is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. The Bank does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

### Cancellation and Termination

You may cancel your use of the Application by deleting the Application and all copies thereof from your Device.

The Bank may terminate provision of the Application at any time without notice if it ceases to support the Application, which the Bank may do in its sole discretion or if Bank determines that you are using or attempting to use the Application for any prohibited purpose set forth in this Agreement, including the commission or attempted commission of fraud or other crimes. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

#### Disclaimer of Warranties and Limitation of Liability

ALL PROVISIONS IN THIS AGREEMENT DISCLAIMING WARRANTIES, LIMITING OUR LIABILITY AND YOUR OBLIGATIONS TO INDEMNIFY US APPLY TO OUR PROVISION AND YOUR USE OF THE APPLICATION, INCLUDING, WITHOUT LIMITATION, THE SECTIONS TITLED "INDEMNIFICATION; LIMITATIONS ON BANK'S LIABILITY" AND "DISCLAIMER OF WARRANTY."

#### Indemnification

In addition to the indemnification obligations contained elsewhere in this Agreement, you agree to indemnify, defend, and hold harmless Bank and its officers, directors, employees, agents, Service Providers, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including but not limited to the content you submit or make available through this Application.

#### Export Regulation

The Application may be subject to U.S. export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the U.S.

#### U.S. Government Rights

The Application is a commercial product, consisting of commercial computer software and commercial computer software documentation, as such terms are defined in 48 C.F.R. § 2.101. Accordingly, if you are an agency of the U.S. Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other U.S. Government licensees and their contractors.

### **MOBILE REMOTE DEPOSIT**

#### **Description of Mobile Remote Deposit Service ("Mobile Deposit")**

This section establishes the rules that govern the processing of Checks deposited to your Account(s) by using the Mobile Deposit feature in Mobile Banking, which allows you to make deposits to your

Checking, Savings, or Money Market Accounts with us using your camera-enabled Device capable of scanning or photographing Check images and information, and electronically transmitting the images and associated information to us or our designated processor. Your use of Mobile Deposit constitutes your agreement that you are solely responsible for the use of Mobile Deposit and that you will use it in accordance with this Agreement. You agree to follow any and all procedures and instructions for use of Mobile Deposit as we may establish from time to time. Mobile Deposit is provided in our sole and absolute discretion.

### **Rules, Laws and Regulations**

You agree to abide by and comply with all local, state, and federal rules, laws and regulations in connection with your use of Mobile Deposit. These include, but are not limited to, Regulation CC "Expedited Funds Availability Act", Subparts C and D (Subpart D implements the Check Clearing for the 21st Century Act ("Check 21 Act")), and the Bank Secrecy Act (BSA), all as amended from time to time.

### **Eligibility**

We reserve the right to establish and revise eligibility requirements at any time without notice.

### **Transaction Limits; Funds Availability and Transaction Deadlines**

Mobile Deposit may be used to deposit Checks into your Account(s), subject to the terms of this Agreement. Checks deposited through Mobile Deposit will be converted to Image Items for processing. Mobile Deposit is subject to transaction limitations, which may change from time to time without notice. Such limits may include, but are not limited to, limits on the number and amount per Check, limits on the total amount of Checks deposited and/or limits on the number of Checks deposited per day or over a period of time. The Bank may, at any time, adjust these limits at its sole discretion and the limits may vary by client, product or other considerations. For security purposes, these limits may not be disclosed to you in advance. However, you will always be notified if a specific item may be deposited at the time that you attempt to photograph and remotely deposit the item. We may reject any deposit in excess of our established limits. If we permit you to make a deposit in excess of our established limits, such deposit will still be subject to this Agreement, and we will not be obligated to allow additional deposits in excess of such limits.

Mobile Deposit will allow you to confirm that your Check has been photographed and submitted to the Bank. You will receive a notice in Mobile Banking if your deposit was rejected for any reason. Once you have submitted an image of a Check, you will receive a "Deposit Confirmation" noting that your deposit has been submitted for processing.

**YOU SHOULD MONITOR YOUR ACCOUNT'S "AVAILABLE BALANCE" TO DETERMINE WHEN THE CHECK HAS BEEN PROCESSED AND THE FUNDS ARE AVAILABLE IN YOUR ACCOUNT. IT MAY TAKE A NUMBER OF DAYS BEFORE THE FUNDS ARE AVAILABLE. YOU SHOULD CONFIRM THAT THE FUNDS ARE SHOWN IN YOUR AVAILABLE BALANCE BEFORE YOU PLAN TO ACCESS THE FUNDS.**

Image Item deposits initiated through Mobile Deposit by 8:00 p.m. CT on a Business Day are posted to your Account the same day. If we receive an Image Item from you after 8:00 p.m. CT, or on a day that is not a Business Day, the Image Item will be treated as having been received by us on the next Business Day. You understand that Image Items transmitted through Mobile Deposit and the funds from deposits through Mobile Deposit are not subject to the funds availability requirements of



Regulation CC, 12 C.F.R. pt. 229. Funds deposited using Mobile Deposit will generally be made available within two (2) Business Days after the day of deposit; however, in some cases we may delay the availability of funds up to four (4) Business Days, so that they are available on the fifth Business Day after the day of deposit. We may delay the availability of your funds at our discretion if we deem it appropriate in accordance with our policies and procedures. **Any credit to your Account is provisional and remains subject to final payment of the Check deposited.** You remain liable to the Bank for any returns, dishonor, errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank with respect to Checks deposited.

### **Equipment and Software Requirements**

To use Mobile Deposit, you must have a Device compatible with Mobile Banking and access to telecommunication services necessary for Mobile Deposit. Mobile Banking application upgrades may be required from time-to-time for continued use of Mobile Deposit.

You agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Mobile Deposit application or services, copy or reproduce all or any part of the Mobile Deposit application or Mobile Deposit services or interfere, or attempt to interfere, with Mobile Deposit application or services. We and our technology partners, retain all rights, title and interests in and to Mobile Deposit services, applications and software made available to you.

### **Equipment or eBanking Services or System Failure**

In the event of an eBanking failure or Mobile Deposit unavailability, you agree that, in order to deposit your Checks, you must use an alternate means of deposit, such as depositing the Checks at a First Bank branch, ATM, or ITM. However, if the Checks were photographed prior to the eBanking failure or Mobile Deposit unavailability, you must obtain approval from the branch before using an alternate means of depositing the Checks.

### **Security**

You understand the importance of your role in preventing misuse of your Accounts and you agree to examine your eStatement for each of your Accounts as soon as you receive it in eBanking and notify us of any errors, in accordance with this Agreement and the Deposit Account Agreement. You should review each of the security-related provisions of this Agreement carefully. If you are unable to complete your deposit promptly, you will ensure that your Device remains securely in your possession until the deposit has been completed.

### **Prohibited Use of Mobile Deposit**

You agree not to attempt to circumvent the security features of Mobile Deposit or make or attempt to make any improper or unauthorized deposit to or transfer of funds from Accounts via Mobile Deposit. You agree that you are prohibited from engaging in conduct that would violate the proprietary rights of the owner(s) of Mobile Deposit as well as accessing or using Mobile Deposit in any other unauthorized manner.

You are prohibited from using Mobile Deposit for any activity which violates the terms of this Agreement (including, without limitation, as prohibited in the section of this Agreement titled "No Unlawful or Prohibited Use").

### **Deposit of Original Checks**

You agree that you will not deposit the original Check, a duplicate Check image, or any copy of the original Check or Check image with us unless we instruct you to do so, or under any circumstances with any other financial institution. The risk of loss associated with the inclusion of a physical Check in the Check collection process or with a lost, destroyed, stolen or misplaced Check shall be yours alone.

### **Check Retention Period**

You shall ensure that the original Checks are not accessed by unauthorized persons at any time. You agree that you will preserve the originals of all Checks processed through Mobile Deposit for fifteen (15) calendar days after the day of deposit ("Retention Period"). During the Retention Period, you agree to promptly provide the original Check to us upon request. You are responsible if an original Check is misused for any reason and its full destruction. You are responsible for the safekeeping of all original Checks. The risk of loss due to the unavailability of the original or copy of a Check for any reason, during the Retention Period, shall be yours alone. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original Checks.

### **Destruction of Original Checks**

After the required Retention Period has expired, you agree to destroy and dispose of the original Checks with a high degree of care, including selecting and implementing appropriate destruction and disposal procedures, so that the original Checks are no longer readable and incapable of further transmission, deposit, or presentment (e.g., through the use of adequate shredding equipment).

### **Your Representations and Warranties**

You represent and warrant that all Checks transmitted through the use of Mobile Deposit are made payable to you, all signatures and endorsements on each Check are authentic and authorized, and each Check has not been altered.

You further warrant that:

- a) you have not taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the Check or that otherwise may prevent us or another financial institution from capturing or processing such information;
- b) you make all warranties that would otherwise apply to the Check if it had been a paper item deposited with us;
- c) you make all encoding, transfer, presentment and other warranties that we are deemed to provide to others as a reconverting bank;
- d) the original Check, duplicate Check image, or any copy of the original Check or Check image will not be presented, transferred or returned such that we or any other person (such as the drawer of the Check) will be requested to make payment on a Check or Image Item more than once;
- e) you will not present any Prohibited Checks (as defined below);
- f) you will not transmit any Check if you are aware of any facts or circumstances that may impair the collectability of that Check;
- g) all information you provide to us is accurate and true;
- h) the Check is not payable jointly unless the Check is being deposited into an Account in the name of all payees on the Check;
- i) you agree that the image of any Check submitted to us is an "item" within the meaning of Article 4 of the Uniform Commercial Code and that no transaction made using Mobile Deposit is an

“electronic fund transfer” as defined in the federal Electronic Funds Transfer Act and/or Regulation E;

- j) each Image Item is an accurate and legible representation of all information on the front and back of the original Check at the time the original Check was converted to an Image Item and has not been altered, and the Image Item contains all endorsements from the original Check necessary to permit First Bank to acquire rights of a holder in due course in the collection process of Checks and other items and to ensure that neither First Bank nor any other financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for a Check or Image Item more than once in any form;
- k) each Image Item (or related electronic data file) contains a record of all MICR line (special characters printed on the bottom of a Check) information required for a substitute Check and otherwise satisfies all of the requirements of the American National Standards Institute (ANSI) X9.37 standards for image quality required by the Check 21 Act and Regulation CC for the creation and/or transferring of a substitute Check created from that Image Item;
- l) you shall destroy all Checks in accordance with this Agreement; and
- m) you will use Mobile Deposit for lawful purposes only and in compliance with all applicable rules and regulations and our instructions, rules, and specifications.

### **Checks Eligible for Deposit**

Mobile Deposit can accept most domestic Checks, including payroll, personal or business Checks. Checks must be made payable to you, drawn on a U.S. Financial Institution, and must meet eligibility requirements.

### **Prohibited Checks**

You agree that you will not deposit and we are not obligated to accept the following Checks using Mobile Deposit:

- a) Checks payable to any person or entity other than you;
- b) Checks that are prohibited by, or received in violation of any federal, state, or other, law, rule, or regulation;
- c) Checks that are known or suspected (or should have been known or suspected) to be fraudulent or otherwise unauthorized by the owner of the account on which the Check is drawn;
- d) Checks that have previously been cashed or deposited;
- e) Checks that are postdated or more than six (6) months old;
- f) Checks that are payable to “cash;”
- g) Checks drawn on financial institutions that are located outside the United States or payable in a foreign currency;
- h) Checks that were remotely created (i.e., Checks lacking the original signature of the drawer);
- i) Checks that are substitute Checks (i.e., Checks created from an electronic image);
- j) Checks that are irregular in any way (e.g., where the numerical and written amounts are different);
- k) Checks that have previously been returned unpaid for any reason;
- l) Checks that exceed the transaction limitation(s) we establish from time to time;
- m) Checks prohibited by our current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms of your Deposit Account Agreement;
- n) Checks payable jointly, unless deposited into an account in the name of all payees;
- o) Checks that are sight drafts;

- p) Checks that do not contain the endorsements required by this Agreement;
- q) Checks that are illegible or otherwise do not meet the image quality requirements set forth herein;
- r) Checks that have unreadable MICR information;
- s) Checks that are a U.S. Postal Money Order or other Money Order;
- t) Checks that are a U.S. Savings Bond;
- u) Checks that are Traveler's Cheques;
- v) Checks that are a Convenience Check or Check drawn on a line of credit;
- w) Checks that are "third party" Checks, or
- x) Checks which are not acceptable to Bank for deposit into a deposit Account as provided in your Other Agreements with the Bank.

The Checks described in subsections a) – x) above, are each a "Prohibited Check" and, collectively, "Prohibited Checks." If we process any of the Prohibited Checks described above, we shall not be obligated to process additional Prohibited Checks and we may stop doing so without cause or prior notice. We may in our sole discretion, and without liability to you, refuse any Check for any or no reason, or elect to take the Check on a collection basis only. We reserve the right to charge back to your Account, at any time, any item that we subsequently determine was an ineligible item. We are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Check transmitted through Mobile Deposit in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for Mobile Deposit, you must physically deposit the original Check. If you deposit any Check that is ineligible, you agree to indemnify, defend, hold harmless, and reimburse the Bank and its directors, officers, employees, third party service providers, and agents free and harmless from any and all losses or damages, including attorneys' fees, lost profits, and indirect or special damages, including, but not limited to, those relating to bank secrecy or financial privacy laws or regulations, that may arise, directly or indirectly, in whole or in part from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) the Bank or our third party Service Providers may incur associated with any warranty, indemnity or other claim related thereto.

### **Endorsement of Checks and Procedures**

You agree to restrictively endorse any Check with the signature of all payees and "For First Bank Mobile Deposit Only", your signature and your Account number (and business name if applicable) or as we instruct you.

### **Image Quality**

Once an Image Item is captured, the System will display a copy of the captured Check for your review. Before transmission, you must inspect and verify the quality of the images associated with Image Items to ensure that the digitized images of the front and back of original Checks are legible for all posting and clearing purposes by First Bank. If all of the information on the front of the original Check is not clear on the copy, use the button to take another copy and verify the quality of the images on the second copy.

The image of a Check or item transmitted to us using Mobile Deposit must be legible and must comply with the requirements established from time to time by us, applicable law, or clearing house or association rule. Each Check must include the front and back of the Check, and the following information must be readable: amount, payee name, drawer signature, date, Check number, account

number, routing and transfer number, MICR line, and any endorsement or other information written on the Check. You acknowledge and agree that even if the Bank does not identify a Check as ineligible, the Check may be returned to the Bank because, among other reasons, the Check or any Substitute Check created from the Check is deemed ineligible by the financial institution upon which it is drawn or any intermediate collecting financial institution. The Bank's failure to identify a Check you transmit to us as ineligible shall not preclude or limit your obligations. You authorize us to process any Check you send to us or convert a Check to a Substitute Check, as defined by the Check 21 Act. We shall not be liable to you for failure to process or improperly processing any item for which you have not provided an accurate and legible image, and we reserve the right to reject any deposit.

## **Processing**

The manner in which any Check transmitted through Mobile Deposit is cleared, presented for payment, and collected shall be within our sole discretion, subject to your Deposit Account Agreement.

Checks deposited using Mobile Deposit may be subject to our verification and final inspection process. We reserve the right, but are not required, to inspect or verify any Image Item to determine accuracy, legibility or quality of the Image Item or MICR line information associated with the Image Item, or for any other purpose. If we inspect an Image Item, we have the right to adjust your deposit after you have submitted it for processing. Adjustments may correct mistakes in the value of Image Items deposited, mistakes in encoding, or illegible Image Items. We may also correct or amend MICR line information associated with an Image Item to facilitate processing of the Image Item or a substitute Check created from that Image Item. We may refuse to process any non-conforming Image Items without notice, including without limitation any Image Items that are not Checks. You will receive an email notification when your deposit has been submitted and processed. The processed email will indicate if your deposit was approved, approved with an adjustment, or declined. If declined, the reason will be provided.

You will promptly provide any retained Check, or a sufficient copy of the front and back of the retained Check, to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any Check or Check image, or for our audit purposes. If you fail to do so, you agree to request a new Check for deposit from the Check's originator. If you fail to provide the retained Check or a sufficient copy and cannot obtain a new Check from the originator, you agree that we are authorized to debit your account for the amount of the Check in question if we deem this action necessary. You will be solely responsible for any losses incurred as a result of the failure to promptly provide a retained Check or replacement Check in response to our request.

We reserve the right to process Image Items on a collection basis at any time.

## **Returned Deposits**

**Any credit for a deposit made to your Account by using Mobile Deposit is provisional.** If a Check deposited through Mobile Deposit is dishonored, rejected, or otherwise returned as unpaid for any reason, including, but not limited to, issues relating to the quality of the image, we will reverse the provisional credit in your Account and you agree that an original Check will not be returned to you, but that we either return to you the Image Item, a paper reproduction of the original Check or a Substitute Check (as defined in Regulation CC and the Check 21 Act), in our sole discretion, or re-present it to the payor financial institution before returning it to you. You shall not attempt to deposit or otherwise negotiate an original Check without our prior approval if it has been charged back to you.

## **Fees**

We may impose or change fees for Mobile Deposit at any time in our discretion. With regard to consumer Mobile Deposit fees, we will notify you at least 30 days before we impose or increase Mobile Deposit fees. Continued use of Mobile Deposit after we provide notice of the imposition of, or change in, fee amounts indicates your acceptance of the new fee amounts. Refer to our Schedule of Fees for any fees that may apply to Mobile Deposit.

### **Limitations of Services**

The Bank's ability to provide Mobile Deposit is conditioned upon the availability of the wireless or computer services and systems used in transmitting your requests and the Bank's response. The Bank shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of Mobile Deposit, wireless or computer services, or systems, resulting from the act or omission of any third party or other causes not reasonably within the Bank's control. We reserve the right to change, suspend, or discontinue Mobile Deposit, in whole or in part, or your use of Mobile Deposit, in whole or in part, immediately and at any time without prior notice to you.

You understand and agree that you are solely responsible for any Internet, cellular, data download or other charges that your Internet service provider or wireless carrier may impose for your access to the Internet or download of an application to use Mobile Deposit.

### **Cooperation with Investigations.**

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost to us, any originals or copies of Checks deposited through Mobile Deposit that are in your possession and your records relating to such Checks and transmissions.

### **Disclaimer of Warranty and Limitation of Liability**

ALL PROVISIONS IN THIS AGREEMENT DISCLAIMING WARRANTIES, LIMITING OUR LIABILITY AND YOUR OBLIGATIONS TO INDEMNIFY US APPLY TO MOBILE DEPOSIT, INCLUDING, WITHOUT LIMITATION, THE SECTIONS TITLED "INDEMNIFICATION; LIMITATIONS ON BANK'S LIABILITY" AND "DISCLAIMER OF WARRANTY."

First Bank shall be responsible only for performing Mobile Deposit services expressly provided for in this Agreement and shall be liable only for its gross negligence or willful misconduct in performing those services. First Bank shall not be responsible for your acts or omissions (including without limitation the amount, accuracy, or timeliness of transmittal) or those of any other person, financial institution or entity, including, without limitation, any Federal Reserve Bank or transmission or communications facility, and no such person or entity shall be deemed First Bank's agent.

First Bank shall be excused from failing to transmit or delay in transmitting a deposit if such transmittal would result in First Bank violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other United States governmental regulatory authority.

### **Your Indemnity and Liability**

In addition to the indemnity provisions otherwise contained in this Agreement, you agree to be liable to First Bank and its Service Providers, for any claims, losses, liabilities, damages, expenses or costs arising as a result of the negligent or intentional misuse of Mobile Deposit by you or your agents. You agree to indemnify First Bank, its parent company and its affiliates and each of their respective directors, officers, employees, and agents from and against any and all claims, damages, loss, liability,

or expense (including attorney's fees and expenses) ("Losses and Liabilities") resulting from, or arising out of: 1) any negligent or intentional act or omission by you in the performance of your obligations under this Agreement, including, but not limited to, (i) duplicate scanning of the same original Check, (ii) fraudulent or unauthorized use of your Device, Account number or Access Controls; 2) any breach in a representation, warranty, covenant, or obligation of yours contained in this Agreement; 3) the violation of any applicable law, statute, or regulation in the performance of your obligations under this Agreement; 4) our acting as a "reconverting bank" under the Check 21 Act through the creation of "substitute Checks" or purported substitute Checks using Check or an illegible Check; 5) any loss or expense caused by any person with the apparent authority to access Mobile Deposit; 6) our presenting to the paying bank an electronic item for payment; and 7) your failure to (i) securely maintain your Device or the original Checks, or (ii) properly and timely dispose of original Checks in accordance with this Agreement, in which event such Losses and Liabilities shall include without limitation consequential damage for Checks we do not receive or images that are dropped during transmission.

### **Suspension of Mobile Deposit**

We may immediately suspend Mobile Deposit or the processing of any Check or corresponding Image Item without notice if you are no longer eligible for Mobile Deposit, if we have reason to believe that there has been a breach in the security of Mobile Deposit, fraud involving your Account(s) or Check(s), or if we have any uncertainty as to the authorization or accuracy of Image Items.

### **Termination of Mobile Deposit**

You may cancel Mobile Deposit at any time. We reserve the right to terminate Mobile Deposit immediately and without notice (1) in the event of any improper use of Mobile Deposit, or (2) if all of your eligible Accounts have been closed. Any termination of this Agreement shall not affect any of the Bank's rights and your obligations with respect to Mobile Deposit utilized by you, or your payment obligations with respect to Mobile Deposit services performed by us, or any other obligations that survive termination of this Agreement. Termination of this Agreement will not affect or terminate the Other Agreements governing your Accounts with the Bank.

Upon termination we shall have the right to hold and use funds in any of your Accounts for such time as we reasonably determine to be necessary for us to be assured that no Image Item processed by us prior to termination may be returned, charged back, or otherwise become a source or cause for any loss, liability, cost or exposure to First Bank.

## **FEATURES TO HELP MANAGE YOUR MONEY**

### **Third-party Account Aggregation Services**

Some companies offer financial management tools that allow you to access account information (including account statements and tax documents) from a variety of sources so that you can view multiple accounts at a single online location. These services may require you to provide personal identification information, including specific account information and your Access Controls (e.g., Username and Password). By providing your Access Controls to such a service you authorize that service to access your Account held at the Bank which may include the ability to initiate transfers to or from your Account. Please use caution when providing personal information and Access Controls to third-party service providers and read and understand the third party's privacy and security policies before sharing any personal information with the service.

**Any use of a third-party site is at your own risk.** If you elect to provide your Access Controls or other information about your Accounts at the Bank to a third party, you are responsible for the use of your Account or the disclosure of any personal information by the third party. Please see the “Security” and “Username and Password” sections in this Agreement for more information on safeguarding your Access Controls. Should you decide to revoke any access you have given to a third party, you must contact us, in which case we may need to block your access to eBanking until we issue new Access Controls.

### **Insights (Analytics and Budgets)**

eBanking may contain financial tools, calculators, insights based on Account activity, and other features which are designed to help you value your assets and make informed decisions about your finances. All such tools, calculators, and services are provided by us or our Service Providers for educational and informational purposes only. We do not guarantee the accuracy of the tools or information provided. We are not responsible for, and expressly disclaim all liability for, damages of any kind arising out of the use or reliance on the information provided by any of the tools or insights.

THE BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED REGARDING THE TOOLS OR INSIGHTS CONTAINED IN EBANKING ITS FITNESS FOR A PARTICULAR PURPOSE, ITS MERCHANTABILITY, OR ITS AVAILABILITY.