

You must read and agree to this document before applying for Online Banking and/or Bill Pay Services.

Online Banking Agreement and Disclosure

This Online Banking Agreement and Disclosure Statement (Agreement) covers the use of FirstBank's Online Banking Services and includes certain disclosures for electronic fund transfers. **This Agreement is a contract between you and FirstBank, and you should read this Agreement carefully and keep it with your other account records for future reference. This Agreement, in conjunction with your Fee Schedule, the Depository and Loan Disclosures you received at account opening, and any other supplemental disclosures FirstBank provides you from time to time, are a contract between you and FirstBank. By using or allowing others to use the Services, you agree to abide by and be bound by the terms and conditions of this Agreement.** The Online Banking Services we are capable of handling are indicated below (although some may not apply to your accounts). Please read this Agreement carefully because it tells you your rights and obligations for use of the Services.

When you use our Services or you permit another person to use our Services, you agree to the terms and conditions we have set out in this Agreement and any instructional material that we provide you regarding the Services.

Definitions

In this Agreement, the words “we”, “us”, and “our” mean FirstBank. The words “you” and “your” mean each person who establishes an Online Banking Account with us or who uses or is authorized to use an Online Banking ID and password or other means of access we establish or approve. “Access Codes” mean the Online Banking User ID and Password we establish or approve. “Bill Pay” means our Online Bill Payment service that allows you to direct payments from an approved checking account to third parties you wish to pay. “Business Day” means Monday through Friday. Holidays are not included. “Eligible Accounts” means any account allowed to be accessed by the Services. “Payee” means one or more third parties that have been selected by you in advance to receive payment through the Services. “Primary Checking Account” means the primary account designated by you that will be debited for all payments initiated through the Services. “Services” means our services that allow you to obtain account information, transfer funds, make payments including our “Bill Pay” services, access accounts, and perform other transactions over the Internet by use of a personal computer and modem and/or other means we authorize or allow.

Access to Services

Our Services are for authorized use by FirstBank customers only. Attempted unauthorized access is a violation of federal law and will be prosecuted to the full extent of the law. You must have at least one eligible personal deposit, credit, or other account type with us. You may not designate any account that requires more than one signature for withdrawals. You must be the owner of this account (or accounts). Your accounts with us must be in good standing. For Bill Pay services, you must have a checking account that will be designated as the account from which bill payments will be made. The use of the Services will not be authorized or available until we receive and approve your completed enrollment form. Once we have received your signed enrollment form and verified your account information, we will mail you confirmation of our acceptance of your enrollment, along with your assigned Login ID and temporary password. We undertake no obligation to monitor transactions through the Services to determine that they are made on behalf of the account holder. You are also responsible for any telephone, computer and Internet services fees incurred in connection with your use of the Services.

Accounts Eligible for Services

We may change from time to time the accounts that may be designated as Eligible Accounts. We also reserve the right (i) to refuse to include any account among your Eligible Accounts; or (ii) to allow transactions between or among Eligible Accounts under certain circumstances as provided in this Agreement or as may be required by applicable law.

Access Codes

To access our Services you must use the Login ID and Password we establish or provide for your Online Banking Account. Upon initial access of the account, you are required to change your Password. For your protection, we recommend that you do not use the same Password for these Services that you use on other bank and non-bank products. You are responsible to protect your Access Codes from unauthorized access. Anyone to whom you provide your Access Codes will have full access to your accounts even if you attempt to limit that person's authority. You agree not to allow anyone to gain access to the Services or to let anyone know your Access Codes used with the Services. If you save your Access Codes on your computer, you will be liable for any transactions initiated through the Services by use of these Codes. It is recommended that you disable or not use the password savings function offered by certain Web browsers. You

agree to assume responsibility for all transactions initiated through the Services with your Access Codes, up to the limits allowed by applicable law.

Consumers Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Access code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your card and/or code without your permission. (If you believe your card and/or code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or code without your permission.) If you do NOT tell us within 2 business days after you learn of the loss or theft of your code, and we can prove we could have stopped someone from using your code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe your code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the following telephone number or address:

During business hours Monday-Friday, 8:30 a.m. – 3:00 p.m. CST call: **800-413-4211** or write us at: **FirstBank Attn: Electronic Banking, 200 N. Main Street Lexington, TN 38351**

Incorrect Transactions on Your Statement

In case of errors or questions about your electronic transfers, call us at: **800-413-4211** or write us at: **FirstBank Attn: Electronic Banking, 200 N. Main Street Lexington, TN 38351** as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and account number (if any). (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Transfer Limits

You must have enough available funds in any account from which you instruct us to make a payment or transfer. If the date you schedule a payment to be made is a holiday, funds must be available in your account the next Business Day. Scheduled payments that fall over a weekend will be processed on Monday evening or the next business day. If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then: (1) Electronic fund transfers involving currency disbursements, like ATM withdrawals, will have priority. (2) Electronic fund transfers initiated through the Services which would result in an overdraft of your account may, at our discretion, be cancelled, and (3) In the event that electronic fund transfers initiated through the Services which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account. If any of your Eligible accounts are Money Market or savings accounts, certain withdrawal restrictions apply. Under federal regulations, up to six withdrawals from your account can be made by telephone, Internet, and/or by preauthorized transfers each month. Of those six, only three withdrawals can be made by debit or similar order to third parties (Online bill-pay, debit card point-of-sale transactions). You may make unlimited transfers in person and by ATM. We may close your account or convert it to another type of account for more than occasional violations. You may make only

six (6) transfers (of any kind) from your account per month (per quarter for savings accounts) without being charged. A fee of \$2.00 will be imposed for each withdrawal/transfer over six. You may make unlimited deposits without fees. Please refer to your initial account disclosures for more information on applicable transaction limits. If a hold has been placed upon deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires. Transfers initiated through the Services before 3:00 p.m. Central Standard Time on a business day are posted to your account the same day. Transfers completed after 3:00 p.m. Central Standard Time on a business day, Saturday, Sunday or banking holiday will be posted on the next business day. The Services identifies a transfer based upon the Login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the Transfer and Bill Payment History screens will not reflect transfers made by multiple users from the same account if different Login IDs are used. You agree to communicate to any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts, in order to avoid overdrafts.

Transfers and Bill Payment – Your Responsibility

You are responsible for all transfers and bill payments you authorize using the Services. If you permit other persons to use the Services or your Access codes, you are responsible for any transactions they authorize from your linked eligible accounts. You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you have given someone your Access Codes and want to terminate that person's authority, you must change your Access Codes to prevent further access by such person. You agree that when any transfer, bill payment, or other transaction is generated by the Services, we may debit your designated account or the account on which the item is drawn without requiring your signature on the item and without prior notice to you.

Bill Payments and Transfers – Our Responsibility for Completing

If we, or a third party acting as our agent, do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: If, through no fault of ours, you do not have enough money in your account to make the transfer. If the transfer would go over the credit limit on your overdraft line. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer. If circumstances or persons beyond our or our agent's control prevent, delay, intercept, or alter the making of a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, computer failure, telecommunications breakdowns or interruptions, labor disputes, delays caused by payees, interruption of services by ATM or other payment networks, fires, floods, and other natural disasters. If you have not given us complete, correct or current account numbers, other identifying information, or instructions so that we can properly credit or debit your account or otherwise complete the transaction. If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware. If you do not instruct us soon enough for your payment or transfer to be received and credited by the time it is due as described in the Bill Payments Guidelines section. If a timely Bill Payment is made but the payee nevertheless does not credit your account promptly after receipt. If the money in the account from which a payment or transfer is to be made is subject to legal process or other claim that restricts access to the funds. If we or our agent reasonably believes that a transaction may be unauthorized and based thereon the transaction is not completed. This Agreement has been terminated. Applicable law prevents completion of the transfer. Any other exceptions stated in our agreement with you.

Bill Payment

In order to use the FirstBank Bill Pay service, you must be an authorized user of the FirstBank Online Banking System and have a valid Login ID and Password issued or authorized by us. You also agree to comply with the Terms and Conditions for Bill Pay use that are disclosed during the bill pay enrollment process.

Limitation of Liability

You agree that we are not responsible for any computer virus, worms, Trojan horses, or related problems that may be associated with the use of an on-line system. We will use reasonable efforts to maintain the security of the Services; however, we recommend that you routinely scan your PC and diskettes using a reliable virus detection product to remove any viruses found. You agree that you shall bear the liability or the risk of any error or loss of data, information, transactions or other losses that may be due to the failure of your computer

system or third party communications provider on which you may rely. We shall not be liable for any losses resulting from circumstances over which we have no direct control, including, but not limited to, the failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, software, operator errors, log-in sequences, natural disaster, civil disturbance, strikes and other such events including without limitation any failure of your Internet service provider to complete your connection to the Services. You acknowledge that there are alternative methods for accessing the information and conducting the transactions provided by the Services. In the event you experience problems in accessing the Services, you will attempt to access such information and conduct such transactions by such alternative methods. You agree that we are not liable for punitive, exemplary, consequential, indirect, remote or special damages. In no event shall we be liable for damages that exceed your actual loss due to our failure to complete a transfer, pay a bill, stop payment or other use of the Services. Except as specifically provided in this agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this agreement or by reason of your use of or access to the Services, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. There may be other exceptions to our liability as stated in your depository or credit agreement and as provided by applicable law.

Periodic Statements

You will be mailed periodic statements for your account(s) as regularly provided for in the depository or credit agreement applicable to your accounts. Your statements will reflect any transfers or bill payments you authorize using the Services.

Interruptions in Services

You can use the Services seven days a week, twenty-four hours a day, although occasionally some or all services may not be available due to emergency or scheduled system maintenance. We may also change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.

Charges/Fees

You agree to pay the fees and charges as set forth in the current fee schedule for your use of the Services. You authorize us to automatically deduct all applicable charges and fees from your Primary Checking Account (or other applicable) account with us. You can choose which checking account you wish to have your monthly charges debited from, but if you do not choose then you agree that all such fees and charges will be deducted from the checking account designated as the Primary Checking Account. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request not covered by this Agreement. You are also responsible for telephone and Internet services fees incurred in connection with your use of the Services. You shall be subject to any future charges and fees after 30 days prior notice.

Alterations and Amendments

The terms of this Agreement, along with applicable fees and services charges, may be altered or amended by us from time to time. In such event, we shall send notice, as prescribed by appropriate law or regulation, to you at your address as it appears in our records. Any use of the Services after we send you a notice of change will constitute your agreement to such change(s), which will become effective immediately. If you do not agree to the change or amendment, you must discontinue use of the Services to which the change or amendment relates, or cancel your access to the Services. Further, we may, from time to time, revise or update Services and related written material and may render all prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Services and/or related written material and limit access to the Service's more recent revisions and updates. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

Termination or Discontinuation

You may cancel your Services at any time by providing us with written notice by postal mail or fax. Your access to the Services will be suspended within 3 business days of our receipt of your instructions to cancel the Services. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation. In the event you wish to discontinue the Services, you must contact FirstBank in writing at the following address: **FirstBank Attn: Electronic Banking, P.O. Box 388 Lexington, TN 38351.** You agree that we

can terminate or limit your access to Services for the following reasons: (1) Without prior notice, if you have insufficient funds in any one of your accounts; (Services may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers and debits); (2) Upon 3 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account; and (3) Upon reasonable notice, for any other reason in our sole discretion, including without limitation breach of the agreement and abuse of the Services.

Assignment

You may not assign this Agreement to any other party. We may assign this Agreement to any future, directly or indirectly, affiliated company. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

Miscellaneous

This agreement is subject to applicable federal laws and the laws of the State of Tennessee. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby.



Online Banking Customer Agreement and Disclosure



Member FDIC