

FIRST BANK ONLINE BANKING SERVICES AGREEMENT

(Version Effective February 1, 2020)

Please read this Agreement carefully. By clicking “I Agree” below, or by using the Online Banking Services, you are agreeing to the terms of this Agreement.

This Agreement includes, among other things:

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1. About this Agreement

This First Bank Online Banking Services Agreement, as amended from time to time, (“Agreement”), governs your use of and access to First Bank’s Online Banking Services. Please read this Agreement carefully.

This Agreement also includes certain licensing rights and restrictions, including an end user agreement between you and our primary software licensor. Each of your accounts at First Bank, which are accessed by Online Banking Services continue to be governed by the applicable Account Disclosures and Regulations Relating to Deposit Accounts and Other Services and Electronic Fund Transfer Agreement and Disclosures, otherwise known as Disclosures and Regulations, and the applicable Statement of Fees, as they may be amended from time to time. In addition, the following are also considered part of this Agreement: (i) General Terms of Use for the Website; (ii) terms or instructions that appear on a screen when enrolling for, activating, accessing, or using the Online Banking Services; (iii) First Bank’s rules, procedures, and policies that apply to the Online Banking Services or any Eligible Account; (iv) the rules and regulations of any funds transfer system or payment system used in connection with an Eligible Account; and, (v) State and federal laws and regulations, as applicable.

If this Agreement conflicts with any other agreements related to your Eligible Account or Online Banking Services, or the other agreements include terms that are not addressed in this Agreement, then the other agreements will control and take precedence, unless this Agreement specifically states otherwise. The other agreements will only control with respect to the Eligible Account or Online Banking Services with which it is associated, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions of other agreements regarding your Eligible Account or Online Banking Services that do not appear in this Agreement will continue to apply.

Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement from time to time and at any time. This may include adding new or different terms, or removing terms from this Agreement. When changes are made, we will update this Agreement on the Website. The Website will be updated on or before the effective date of the revised Agreement, unless an immediate change is necessary as required by law or to maintain the security of the Website or for other legal reasons. You will be notified if we revise, modify or otherwise update this Agreement. **Your use of any of the Online Banking Services after the effective date of the new version of this Agreement will constitute your acceptance of the new version of this Agreement.**

First Bank may, from time to time, introduce new Online Banking Services. We shall update this Online Banking Services Agreement and notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms contained in this Agreement.

2. Definitions

In this Agreement, the words:

- “you” and “your” means the customer of First Bank who is entering into this Agreement and all persons authorized by the applicant to use their Online Banking Identification and Password or other means of access we establish or approve.
- “First Bank”, “we”, “us”, “our”, and “Bank,” means First National Bank of Carmi and any of its affiliates or direct or indirect subsidiaries.
- “Account” means your checking, savings, money market, loan, line of credit, or debit card you have with First Bank.
- “Business Day” shall mean Monday through Friday, except for federal banking holidays.
- “Eligible Account” means an Account that is eligible and used in connection with the Online Banking Services.
- “Joint Account” is an Account owned by two or more individuals.
- “Mobile Banking” means a suite of services that we make available, enabling you to conduct banking transactions with us by using your Mobile Device.
- “Mobile Device” means a cellular telephone or similar wireless communications device (1) that is installed with software permitted by us (“Mobile Banking Software”) that you have downloaded in order to conduct Mobile Banking transactions or (2) that is capable of conducting Mobile Banking transactions by using other protocols that we may choose to permit. We reserve the right to change the Mobile Banking Software and other protocols that we allow for Mobile Banking at any time without prior notice.
- “Payee” means the merchants, individuals or institutions you wish to pay using Online Bill Pay Service.
- “Online Agreement” means the First Bank Online Banking Services Agreement.
- “Online Banking” or “First Bank Online Banking” means our service that allows you to make payments, transfer funds, access accounts, make purchases, obtain information, and perform other transactions over the Internet by use of a personal computer and modem and/or other means we authorize or allow.
- “Online Banking Services” is any combination of Online Banking and Mobile Banking in which similar terms and conditions apply.
- “Vendor” means any third-party service provider we may engage to perform functions for us under this Agreement.
- “Website” refers to the First Bank website, www.myfirst.bank, through which the Online Banking Services are made available.

Other capitalized terms are defined throughout the Agreement.

3. Overview of Services

Subject to the terms of this Agreement, you may use the Online Banking Services to access, use, and manage your Eligible Accounts. The types of Online Banking Services are described generally in this Agreement and more fully on our Website and may change from time to time, at our sole option. You agree and understand that you are solely responsible for acquiring and maintaining a computer or other electronic device that can access the Online Banking Services and that you are responsible for all costs associated with same. Not all transactions and services are available for all products.

Account access through Online Banking Services allows you to conduct the following functions online: view account balances and transaction history, transfer money between accounts, set up recurring transfers between accounts, make First Bank loan payments by transfer, view check images, download account transactions, pay bills to most merchants, individuals and institutions, set up recurring payments, download your payment schedule, retain payment history, retain record of payees and electronically deposit checks.

Not all functions described are available with Mobile Banking. From time to time we will add, and may modify or delete particular Mobile Banking functions or geographic areas served by Mobile Banking. We may make such changes in functions or geographic service with or without prior notice. We reserve the right to refuse to make any transaction that you may request through Mobile Banking.

To access your accounts through Online Banking Services, you must have a First Bank Account and have enrolled in the Online Banking Services either online or by use of a Mobile Device. In addition, you will need an Internet-enabled device that supports the highest available level of encryption, Internet service through the provider of your choice, and a compatible web browser that supports the highest available level of encryption and/or the First Bank Mobile Banking app downloaded from an applicable app store. Additionally, in order to view and/or print electronic statements, you will also need software capable of viewing PDF documents such as Adobe Reader.

You are responsible for the installation, maintenance and operation of internet-enabled device and browser software. The risk of error, failure, or non-performance is your risk and includes the risk that you do not operate your computer or your software properly. The Bank is not responsible for any errors or failures from any malfunction of your device or your software. First Bank is not responsible for any electronic viruses (including, but not limited to, malware, keystroke loggers, and/or spyware) that you may encounter. The Bank is not responsible for any virus related problems that may be associated with the use of Online Banking. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, up-to-date internet browsers, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. The Bank has no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your device or your software.

You also agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud, phone and text message scams, and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). First Bank will never contact you by e-mail in order to ask for or to verify Account numbers, Login Credentials, Check Card numbers and PINs, or any other sensitive or confidential information. We may send emails containing links to websites on a limited basis.

In the event you receive an e-mail or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree that you will not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. To the extent allowed by law, you agree that First Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.

You agree that you will not use the Online Banking Services in locations that are prohibited under U.S. law and regulations, including laws and regulations issued by the Office of Foreign Assets Control. You further agree that you will not use the mobile deposit service outside of the United States.

Service Availability

We will use reasonable efforts to make our Online Banking Services available for your use on a continuous basis. We do not guarantee functionality of our Online Banking Services (or any Banking Software) on all devices, on all communications networks, in all geographic regions, or at all times. Online Banking Services may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to the Online Banking Services may be interrupted because of conditions beyond our control, including outages in Internet availability. We will use commercially reasonable efforts to re-establish Online Banking Services in those instances, but we do not promise the Online Banking Services will always be available for your use. We may elect to discontinue Online Banking Services (or any of the services that we provide, from time to time, through Online Banking) at any time. If we choose to discontinue Online Banking Services, we will provide you with reasonable notice. In the case of a disaster, your Online Banking Services may be suspended in order to allow emergency and responding personnel to use the cellular networks. In no event, regardless of cause, shall we be liable to you for unavailability of Online Banking Services, or your inability to access Online Banking Services or to execute Online Banking Services functions.

Transfers

Through Online Banking Services, you are allowed to make transfers between your various Online Banking accounts including payments to your First Bank loans as well as transfers with external non-First Bank accounts. You must be an owner of and have the unrestricted right of withdrawal from all accounts to or from which you request a transfer. We reserve the right to deny transfers between certain types of accounts under certain circumstances.

A transfer initiated through Online Banking Services before the cut-off time displayed on the transfer screen is posted to your account the same day. All transfers completed after the posted cut-off time on a Business Day, will be posted on the next Business Day.

The number of transfers from accounts may be limited as described in the applicable portions of the deposit account information. Each payment or transfer through Online Banking Services from a savings or money market account is counted as one of the six limited transfers permitted each statement period, as described in the Disclosure and Regulations.

If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

First Bank is under no obligation to inform you if it does not complete a transfer because there are insufficient funds or credit in your Account to process the transaction. In this case, you are

responsible for making alternate arrangements or rescheduling the payment or transfer within the Online Banking Services. You agree that you will have sufficient available funds in the designated Account to cover all transfers on the date scheduled. If the Account does not have sufficient available funds on the scheduled transfer date, we may elect not to initiate one or more of the transfers. If the transaction is completed, it may cause an overdraft in your Account in which case you shall be liable for the overdraft and any overdraft fees.

4. First Bank Mobile Banking

Mobile Banking Functions

Mobile Banking allows you to perform many of the Online Banking services by use of a mobile device. To access Mobile Banking service and functions, your Mobile Device must be Internet enabled and connected to the Internet through your mobile communications service provider. You must enroll the particular Mobile Device(s) that you wish to use with Mobile Banking. You must also un-register any Mobile Device(s) that you may no longer wish to be capable of using with Mobile Banking.

When you access Mobile Banking with your Mobile Device, you will see a menu of available Mobile Banking functions (e.g., view balances; view or search for transactions; locate branches; execute specific types of internal or external funds transfers; etc.). From time to time, we will add, and may modify or delete particular Mobile Banking functions or geographic areas served by Mobile Banking. We may make such changes in functions or geographic service with or without prior notice. We reserve the right to refuse to make any transaction that you may request through Mobile Banking.

Mobile Device and Mobile Communications

You are responsible for providing your own Mobile Device that supports the highest generally available level of encryption. Mobile Banking users must download, install and use certain software systems and programs developed by us, our licensors or other third-parties. We are not responsible for any damage to your Mobile Device resulting from those activities, and you will be engaging in those activities at your own risk. To download Mobile Banking Software, please follow the instructions found in the Mobile Banking section of your First Bank Online Banking site. Depending on its make and model, your Mobile Device may need to be capable of receiving an SMS text message to initiate the download.

You are responsible for obtaining your own mobile communications service provider. Your mobile communications service provider may charge you for Internet-related use and for text (SMS) messages, so please see your mobile carrier for further details about its charges. You are responsible for all fees and charges that you may incur to any mobile communications service provider or any other third parties while using Mobile Banking.

We are not a party to, and we have no duty, liability or responsibility with respect to or in connection with (i) your mobile communications service provider agreement, or (ii) any Mobile Device, hardware, software or other any product or service you may purchase from others relating to your use of Mobile Banking. This Agreement does not amend or supersede any agreements that you have with third parties (such as your Mobile Device supplier and your mobile communications service provider), and you remain subject to all terms, fees, costs, other charges, limitations and restrictions in those agreements with third parties. Your Mobile Device supplier and your mobile communications service provider are responsible for their products and services. You agree that any problems you may have concerning those companies' products, services or agreements shall be resolved by you directly with them, and without involving us.

Your Mobile Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk.

Electronic Disclosures

Upon using Mobile Banking, you consent to receiving notices and disclosures concerning Online Banking Services and your enrolled bank accounts electronically, including by mobile phone (e.g. SMS or other text message) or e-mail (each of the foregoing being an "electronic address"). You must enter your electronic address for such disclosures and notices when first enrolling in Mobile Banking. You are solely responsible for immediately updating your electronic address if it changes. You may do so by accessing the profile section within First Banking Online Banking or Mobile Banking. If you need assistance updating your electronic address, you may call the Customer Service Center at 1-800-538-3979. All disclosures and notices by us shall be deemed given and received by you immediately upon being sent to the electronic address you have most recently updated. Many disclosures and notices may also or instead appear in one or more of your bank account statements. 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 may, without charge, withdraw your consent to receiving notices and communications electronically by calling our Customer Service Center at 1-800-538-3979, but in that event we can terminate your Mobile Banking service.

Receiving electronic disclosures and notices on your Mobile Devices requires that your Mobile Device be an Internet-enabled Mobile Device that support 256-bit encryption. In order to keep notices and disclosures sent to you electronically, you must have the ability to save them to your Mobile Device or computer, or to print them. You may also request a paper copy of an electronic notice or disclosure at no additional charge by calling our Customer Service Center at 1-800-538-3979.

Privacy

Use of the Mobile Banking involves the electronic transmission of personal financial information across the networks of your wireless telecommunications provider. Because we do not operate or control the wireless networks used to access Mobile Banking, we cannot guarantee the privacy or security of wireless data transmissions. Additionally, for Mobile Devices, the browser is generally pre-configured by your wireless telecommunications provider. Please check with them for information about their privacy and security practices.

Mobile Banking License Rights Generally

In connection with your use of Mobile Banking Software, we and our licensors (or other third-parties who have directly or indirectly granted rights in those software systems and programs with respect to Mobile Banking) will require your agreement to certain license rights arrangements and/or end-user agreements ("Licenses"). By enrolling in portions of Mobile Banking relating to those software systems and programs, and by downloading and installing Mobile Banking Software, you will be evidencing your acceptance of the terms and conditions of those Licenses. We may also condition your use of Mobile Banking Software upon you affirming such Licenses by the use of "I Accept" dialogue box acknowledgements, or by other affirmative or use-based acknowledgement and agreement systems.

We and our service providers (including without limitation third-party providers of Mobile Banking Software) reserve all rights not granted to you in this Agreement and under the terms of such

Licenses. If you obtain a different Mobile Device, you will be required to download and install Mobile Banking Software, to that different Mobile Device, under the same terms set forth in this Agreement. You agree to delete all such software from your Mobile Device promptly if the Licenses or this Agreement terminate for any reason. We reserve the right to change, add to, or terminate services with our third-party Mobile Banking Software providers, to substitute different Mobile Banking Software providers, and to enter into or arrange for the provision Mobile Banking Software by other licensors and third-parties.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE AGREEMENTS GOVERNING THE TERMS OF ANY LICENSE RIGHT RELATING TO THE USE OR OPERATION OF MOBILE BANKING OR MOBILE BANKING SOFTWARE, MOBILE BANKING SERVICES AND MOBILE BANKING SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS. YOUR USE OF THE MOBILE BANKING SOFTWARE AND MOBILE BANKING SERVICES, AND ANY MATERIAL OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED VIA MOBILE BANKING, IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

5. First Bank Online Bill Pay

By using the First Bank Online Bill Pay Service (the "Service" or "Bill Pay"), you agree to the terms of this Agreement.

Eligibility for Bill Pay

Bill Pay enables you to schedule bill payments either on an automatic recurring basis or periodically as you request. To use Bill Pay, you must (a) maintain an eligible account(s) in good standing (an "Eligible Account"), (b) subscribe to First Bank's Online Banking Services, and (c) comply with such restrictions for Bill Pay as we may communicate to you from time to time. Eligibility for Bill Pay will be determined in our sole discretion.

Joint Accounts

If the Eligible Account is a joint account, you and any joint owner consent to our disclosing all information concerning any bill payments, completed, pending, and scheduled, to any joint owner. A joint owner may use the same Eligible Account for his or her individual use of the Service. Each owner of the Eligible Account is jointly and severally liable for all obligations incurred by the other owner's use of the Service. Each owner must individually enroll in the Service and, if so enrolled, each owner will have a separate Payee list and payment history.

Payment Authorization

When setting up Payees and payments in Bill Pay, you must provide us with information on your Payee accounts. You must make sure this information is accurate and complete, and you agree to update it as necessary to keep it accurate and complete. We will use this information to facilitate your use of the Service, and for accessing Payee websites on your behalf.

By providing us with names and account information of Payees to whom you wish to direct payments, you authorize us to follow the payment instructions that we receive from you. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Payee directives.

There are limits to the amounts you can pay. The Bill Pay screens will notify you if you attempt to exceed a limit. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Service to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic or paper check or draft payment.

We have no obligation to notify you if we cannot complete a payment because there are not sufficient available funds in your Eligible Account to process the payment. In that case, you are responsible for making alternative payment arrangements.

You may make payments to anyone in the United States, including its territories. Payments to Payees outside the United States are prohibited.

Scheduling a Payment

We will display the earliest possible Scheduled Payment Date for each of your Payees when you are scheduling the payment. Some cut-off times may be earlier, and all cut-off times will be displayed for each Payee. Therefore, you cannot select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Payee. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee's billing statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late payment date or grace period. Depending on the method of payment, your Eligible Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a check, we will create a check known as a Laser Draft and send it to the Payee. If the check arrives earlier than the Scheduled Payment Date due to faster than expected delivery by the postal service, and the Payee immediately deposits the check, your Eligible Account may be debited earlier than the Scheduled Payment Date. In some cases, we may issue a check drawn on an account of our Vendor to make a payment on your behalf.

The Service Guarantee

Due to circumstances beyond our control, particularly delays in the handling and posting of payments by Payees, some transactions may take longer to be credited to your account with the Payee. We will be responsible for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the Scheduling a Payment Section of this Agreement above.

Authorization to Debit the Eligible Account

By instructing us to make a payment, you authorize us to debit your Eligible Account and remit the funds on your behalf to the Payee so that the funds arrive as close as reasonably possible to the Scheduled Payment Date. You also authorize us to credit your Eligible Account for payments returned to us as undeliverable by the United States Postal Service or by the Payee as not posted, or for payments remitted to you by another person

Payment

You agree that you will initiate a bill payment only when there is (or will be) sufficient available funds in your Eligible Account at the time your payment is scheduled to be made. If there are not enough

funds available to complete the payment, we or our Vendor may either (a) complete the payment by advancing funds on your behalf or (b) refuse to complete the payment, without regard to whether we may have previously established a pattern of honoring or dishonoring such payments. In either case, we reserve the right to impose an overdraft fee paid or an overdraft returned item fee in accordance with our deposit agreement. You agree to pay any fees we may impose, which may vary depending on the action we take. Any negative balance on your Account, or the amount of any advance of funds, is immediately due and payable, unless we agree in writing, and you agree to reimburse us and our Vendor for any expenses incurred in recovering any monies due and owing, including reasonable attorneys' fees, expenses and any overdraft fee paid, or overdraft returned item fees.

At our option, if there are insufficient funds in your Bill Pay Eligible Account on the Scheduled Delivery Date, we may, in our discretion, attempt to debit such payment on a later Business Day. This may result in additional overdraft fees or other expenses.

If our Vendor advances funds on your behalf to complete a payment for which there are not enough funds in your account, you will immediately owe repayment of the amount of the advance directly to our Vendor. Either we, our Vendor, or our Vendor's collection agency or attorney may contact you to notify you of the advance and your immediate obligation to repay it to the Vendor.

You agree to immediately repay the amount of any advance made by our Vendor on your behalf to complete a payment for which there are not enough funds in your account by following the instruction of First Bank or our Vendor. We or our Vendor may instruct you to repay the advance by depositing adequate funds in your Bill Pay Eligible Account, in which case, we will transfer those funds to repay our Vendor on your behalf. Alternatively, we or our Vendor may instruct you to make the required repayment directly to our Vendor.

We may suspend your access to the Service if you owe money to us or to our Vendor for an advance made on your behalf. We and our Vendor are authorized to report the facts concerning the debt to any consumer reporting agency.

Our Vendor is a third-party beneficiary of your obligation to repay the amount of any advance made by the Vendor for the purpose of completing a payment.

Whether or not any advance is made or repaid, you are obligated directly to First Bank for the amount of our overdraft fees or other expenses in the event that your account does not have sufficient funds to complete a payment.

Either we or our Vendor, or both, may contact you regarding your requested bill payments, any advance made to complete a payment, or your repayment of any advance.

Prohibited Payments

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Bill Pay services, regardless of the purpose of the use. The following types of payments are prohibited, and we have the right - but not the obligation - to monitor for, block, cancel, and/or reverse such payments:

- Payments that violate any law, statute, ordinance or regulation.
- Payments that violate the terms in the Agreement,
- Payments that impose an unreasonable or disproportionately large load on our infrastructure,
- Tax payments and court ordered payments.
- Unlawful internet gambling transactions or other unlawful activity.

- Transactions that would result in payments to beneficiaries listed on the Specially Designated National lists from the U.S. Department of Treasury.
- A payment that would violate (or cause First Bank to violate) any economic sanctions laws or regulations of the United States, including those issued by the Office of Foreign Asset Control of the U.S. Department of the Treasury, Executive Order of the President, or a directive of the U.S. Department of Treasury.

In no event shall we or our Vendors 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, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours.

Collection and Attorneys' Fees and Costs

If we or our Vendor advance funds on your behalf to complete a payment for which there are not sufficient funds in your account to reimburse us or our Vendor for the payment, you will immediately repay us or our Vendor for the amount advanced. Either we or our Vendor may contact you to notify you of the advance and your immediate obligation to repay it to us or our Vendor. If you do not immediately repay the amount owed, you agree to pay all collection agency fees and costs and/or attorneys' fees and court costs if we or our Vendor refer your obligation to repay to a collection agency and/or an attorney for collection.

Limitation on the Liability of the Service

We will attempt to make all your payments properly. However, we shall incur no liability and our Service Guarantee (as described above) shall be void if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, your Eligible Account does not contain sufficient available funds to complete the transaction;
- Our vendor's payment processing center is not functioning properly, and you know or were advised by us about the malfunction or issue before you execute the transaction;
- You have not provided us with the correct Eligible Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
- Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we and our vendor have taken reasonable precautions to avoid those circumstances.

Provided that none of the foregoing exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Eligible Account or cause funds from your Eligible Account to be directed to a Payee which does not comply with your payment instructions, we will be responsible for returning the improperly transferred funds to your Eligible Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges up to \$50.00.

Payment Cancellation Requests

You may cancel or edit any scheduled payment (including recurring payments) by following the directions shown on our Website or within Online Banking or Mobile Banking. There is no charge for canceling or editing a scheduled payment. Once we have begun processing a payment it cannot be cancelled or edited; therefore, a stop payment request must be submitted.

Stop Payment Requests

Our ability to process a stop payment request on a Bill Pay check will depend on the payment method and whether or not a check that has been issued has been finally paid. We may also not have a reasonable opportunity to act on any Bill Pay stop payment request after a Bill Pay payment has been processed. If you desire to stop any Bill Pay payment that has already been processed, you must contact the First Bank Customer Service as soon as possible. Although we will attempt to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request to stop a Bill Pay payment in writing within fourteen (14) days of any oral request. The charge for each stop payment request will be the current charge for such service as set out in our applicable statement of fees.

Exception Payments

Tax payments and court ordered payments may be scheduled through the Bill Pay; however, such payments are discouraged and must be scheduled at your own risk. In no event shall we be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Pay Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. We have no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected exception payments will be the sole responsibility of you and not us.

Service Fees and Additional Charges

You are responsible for paying all fees associated with your use of the Service. Any applicable fees will be disclosed on our Website, in our Online Banking Services Agreement and/or within our First Bank Account Agreement(s). There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the amount of the fee from your Eligible Account. There is an inactivity fee of \$5.95 per month after 60 days with no Bill Pay transactions.

Payee Limitation

We reserve the right to refuse to pay any Payee to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment as set forth in the Prohibited Payments Section below or an Exception Payment under this Agreement.

Returned Payments

You understand that Payees and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to (a) Payee's forwarding address expired; (b) the account number you provided is not valid; (c) the Payee is unable to locate your account; (d) or the account is paid in full. We will attempt to research and correct the returned payment and return it to your Payee or void the payment and credit the payment amount back to your Eligible Account. You may or may not receive notification from us about a returned payment.

Authorization to Obtain Financial and Other Information

You agree that we have the right to obtain financial and other information regarding you and your accounts at any Payee (for example, to resolve payment posting problems or for verification).

Termination of Bill Pay

We may, at our sole discretion, terminate your use of the Service without prior notice. If we terminate your use of Bill Pay, some of your online bill payment information may be deleted, such as pending and recurring payments and are your sole responsibility. If you decide to stop using the Service, we strongly suggest that you cancel all future bill payments at the same time, either by deleting those payments yourself or by calling First Bank at 1-800-538-3979. This will ensure that future payments made by you will not be duplicated.

6. First Bank Mobile Deposit Service

First Bank's Mobile Deposit Service (the "Mobile Deposit"), allows you to make deposits to your First Bank deposit account remotely by making images of checks and transmitting images of such checks to us in compliance with our requirements. If we accept the image for deposit, we will then present the item for payment to the payor bank by presenting the image or converting the image to a substitute check. Unlike traditional check deposits, you retain the original paper check when you use Mobile Deposit. The manner in which these substitute checks or images are presented for payment will be determined by us in our sole discretion.

We will determine whether you are eligible for our Mobile Deposit service in our sole discretion. We may suspend or terminate your use of Mobile Deposit at any time and without prior notice to you. If you violate the terms of this Agreement, then we also may use such actions as a basis to terminate your account relationship with us.

Fees and Deposit Limits

We reserve the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by us) that you transmit using Mobile Deposit and to modify such limits from time to time. There is currently no charge for Mobile Deposit, but other fees, such as returned items and overdrafts, may apply. We reserve the right to charge or change applicable pricing upon proper notice to you.

Equipment and Software

First Bank is not responsible for any third party software you may need to use Mobile Deposit. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. We do not guarantee that your particular device, mobile device camera, mobile device operating system or mobile carrier will be compatible with Mobile Deposit.

Limitations

When using Mobile Deposit, you may experience technical or other difficulties. We do not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, the Mobile Deposit has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. 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. We reserve the right to limit the number of Mobile Devices through which you may access the Service.

Eligible Checks and Items

You agree to scan and transmit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to us shall be deemed an "Item"

within the meaning of Article 4 of the Uniform Commercial Code as adopted in Illinois. You agree that you will not use the Service to scan and deposit any checks or other items as shown below:

- Checks or items payable to any person or entity other than you, or to you and another party.
- Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Money orders, savings bonds or traveler's checks.

Nothing in this Agreement should be construed as requiring First Bank to accept any check or item for deposit, even if First Bank has accepted that type of check or item previously. Nor shall First Bank be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this Agreement.

Image Quality

The image of a check or item transmitted to First Bank using Mobile Deposit must be legible. The image quality of the checks and items must comply with the standards established by us, the Federal Reserve Board, and with any requirements set by any clearing house we use or agreement we have with respect to processing checks or items. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

Endorsements and Procedures

Before transmitting, you agree to endorse any check or item transmitted through the Mobile Deposit service with the restrictive endorsement: "Mobile Deposit Only". You agree to follow any and all other procedures and instructions for use of the Mobile Deposit service as First Bank may establish from time to time.

You agree that returned deposit items may result in the Mobile Deposit service being unavailable.

Receipt of Check Image

We reserve the right to reject any check or item transmitted through Mobile Deposit, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this Agreement or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive a confirmation from First Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that funds will be credited for that check or item.

Availability of Funds

We will make funds available for checks and items received, accepted, and successfully processed through Mobile Deposit according to our standard funds availability policy for your Account.

As provided in the relevant deposit agreement governing your Account and subject to First Bank's Availability Disclosure, deposits received and accepted before a particular time of the day (the "Cutoff Time") on a Business Day are credited on the same day and deposits received and accepted after the Cutoff Time on a Business Day are credited on the next Business Day. You understand and agree that checks and items must be received and accepted by First Bank before the applicable Cutoff Time and must not be incomplete, illegible or erroneous to be eligible for same-day crediting. Cutoff time for this service is 4:00 PM Central time. Items deposited after the cutoff or on Saturday, Sunday, or a Federal Holiday will be credited on the next Business Day.

Retention, Safekeeping, and Disposal of Transmitted Checks and Items

After a check or item has posted to your account, you agree to prominently mark the check or item as "Electronically Presented." You agree never to re-present to us or any other party a check or item that has been deposited through the Mobile Deposit unless we notify you that the check or item will not be accepted for deposit through the Mobile Deposit. You will promptly provide any check or item, or a sufficient copy of the front and back of the check or item, to First Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item, or for First Bank's audit purposes. You agree to keep the item for a minimum of 14 days but not to exceed 30 days. You agree to destroy or otherwise properly dispose of checks and items that have been accepted for deposit through Mobile Deposit and have cleared to ensure that such checks and items are not re-presented for payment and, prior to disposal or destruction, to safeguard such checks and items.

User Warranties and Indemnification

You warrant to First Bank that:

- You will only transmit eligible checks and items that you are entitled to enforce, and all checks and items will include all signatures required for their negotiation.
- Images will meet First Bank's image quality standards in effect from time to time.
- You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.
- You will not deposit or re-present the original check or item with First Bank or any other party.
- All information you provide to First Bank is accurate and true, including that all images transmitted to First Bank accurately reflect the front and back of the check or item at the time it was imaged.
- You will comply with the terms of Mobile Deposit and all applicable rules, laws and regulations.
- You will use Mobile Deposit only for your own deposits and will not allow the use of Mobile Deposit by way of a service bureau business, timesharing, or otherwise disclose or allow use of Mobile Deposit by or for the benefit of any third party.

In addition to the other indemnification provisions set forth in this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all claims, demands, damages, liabilities, expenses (including reasonable attorneys' fees) or other loss that arises from or relates to your use of Mobile Deposit or your breach of the representations, warranties or covenants set forth in these Mobile Deposit terms, including without limitation your attempt to duplicate the presentation of a check image via presentation of the original check or an image or substitute check derived from the original check and any liability that we may incur for processing an image or substitute check rather than the original paper check.

Changes to the Service

We reserve the right to terminate, modify, add and remove features from Mobile Deposit at any time in our sole discretion. You may reject changes by discontinuing use of Mobile Deposit. Your continued use of Mobile Deposit will constitute your acceptance of and agreement to such changes. Maintenance to Mobile Deposit may be performed from time-to-time resulting in interrupted service, delays or errors in Mobile Deposit and we shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance may be made, but we cannot guarantee that such notice will be provided.

Ownership and License

You agree that First Bank retains all ownership and proprietary rights in the Mobile Deposit service, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the Mobile Deposit service, including the Mobile or Tablet App. You may use Mobile Deposit only for your own benefit. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide Mobile Deposit. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the Mobile or Tablet App or any other part of the Mobile Deposit service, in any manner contrary to the terms of this Agreement, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

7. E-Statements Delivery Service

Service Requirements

E-Statements provides you with access to an electronic version of up to eighteen (18) account statements per account. E-Statements is provided to you free of charge and permits the flexibility of saving and printing account statements at any time. You will be notified through email when your statement is ready for viewing. You must validate your email address upon enrollment. One attempt will be made to notify you that a statement is available to view. If we are not able to contact you at the email address provided, you will automatically be un-enrolled from E-Statements and again receive account statements through the U.S. Mail. You may re-enroll for the E-Statements at any time.

Eligible Accounts

Online statements are offered for all Accounts that have recurring periodic statements and that are included in a customer's portfolio of accounts accessed through First Bank's Online Banking Services are eligible for E-Statements. First Bank reserves the right to change or modify decisions regarding account eligibility in its sole discretion.

If you are the owner of an account with other owners, you agree and understand that your electronic notice may be consolidated with the notice for other account owners who are members of your household into a single email or other electronic message sent to one, specific email address shared by you and all other owners in your household as the email address of record for E-Statements. As a member of the household, you agree and consent that access through E-Statements to one copy of an electronic record, such as an account statement, service agreement amendment, or a notice or disclosure required under applicable law, through a shared email address constitutes sufficient and effective delivery to you personally of such document as required by applicable law, rule or regulation.

Online Statement Delivery

As a First Bank Online Banking client you accept the terms of the E-Statement Delivery Service. For accounts with multiple owners, only one account owner or representative is needed to establish E-Statements.

We will no longer deliver paper statements or cancelled checks for any of the accounts included in E-Statements. If you currently receive your returned checks in your paper statements, this will be discontinued. In the event that you request paper delivery versus electronic in the future, this will not reinstate the returned checks. Please note that except for qualified accounts, your online statement will not have check images.

You also agree to receive any legal notices or other important information currently delivered with your paper statements ("Statement Inserts") regarding these Accounts only online. We may from time to time offer other legal notices through E-Statements. Your request for such delivery will be your acknowledgement that this section governs the delivery of the legal notices.

Termination Rights

You may stop receiving electronic statements at any time by calling us at 1-800-538-3979, stopping by your branch, or signing on to Online Banking and changing your delivery selection. You will not be charged a fee if you chose to terminate E-Statements and return to receiving paper statements for your accounts unless noted otherwise on any applicable fee schedule. We may terminate E-Statements for any or all Accounts at any time. Upon such termination, delivery of paper copies of electronic records will resume within a reasonable time. Termination of E-Statements does not affect the validity or legal effect of any electronic record delivered to you. Termination of E-Statements does not terminate the Online Banking Services unless otherwise so stated.

Receiving Statement Photocopies

You can print a copy of your available online statements at any time. You can, also obtain a photocopy of your statement from us at any time. We will send you a photocopy of a statement previously delivered through Online Banking Services at your request. The standard fee then in effect and charged for paper delivery of account statements will apply. Please refer to your product disclosure for applicable fees. Paper copies of statements can be requested by contacting us at 1-800-538-3979. A request for a paper copy does not terminate E-Statements.

Minimizing Risks

Certain risks are associated with the transmission of Communications through the Internet, including, but not limited to, unauthorized access, systems outages, delays, disruptions in telecommunications services and the Internet. Email is not private or secure. The Communication sent to you by email is an unencrypted, automatic alert. Although this Communication is not intended to contain personally identifiable confidential financial information, it may contain in its design part or all of your name or other identifier, which could be seen or intercepted by others if delivered to your business address or other computers or electronic devices not exclusively under your control. Do not respond to the Communication by return email, or use it to request information, service, paper copies or other items or to revoke consent. We will not be able to act upon requests made in that manner.

8. Alerts

We may automatically send you certain alert messages via email, text message, push notification, and/or by other means, including to your mobile device. These messages may include, but are not limited to, notifications about potential fraud on your debit or credit card, recent account activity, or

changes to your online profile. You can opt not to receive push notifications by turning off push notifications on your Mobile app. You can opt not to receive certain alert text messages by disabling consent to receive text messages through the Online Banking Services.

We also offer a subscription based Alerts Service (“Alerts Service”) which you are able to opt-in to through Online Banking or Mobile Banking for your Eligible Account(s). You can sign up for messages that may include but are not limited to, notifications of account activity, balances, card activity and other information, such as payment reminders. When you sign up for the Alerts Service, you may choose to receive eligible alerts through (as available) email message(s), text message(s), push notification(s), and/or by other means. You may modify your Alerts Service preferences or choose to discontinue receiving alerts by updating your alerts subscriptions through the Online Banking Services.

All Alerts are subject to the following:

- We may add new Alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so.
- Alerts will be sent to the email address you have provided as your primary email address for Online Banking. You can also choose to have these sent to a secondary email address, a mobile device that accepts text messages, or a mobile device that can receive our Mobile App Alerts through a push notification system. If your email address or your mobile device's number changes, you are responsible for informing us of that change. While First Bank does not charge for the delivery of the alerts, please be advised that text or data charges or rates may be imposed by your carrier. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.
- We do our best to provide alerts in a timely manner with accurate information, but alerts may be delayed or prevented by a variety of factors beyond our control (such as system failures or misdirected delivery). We do not guarantee the delivery or accuracy of alerts. The contents of an alert may be outdated by the time an alert is sent or received, due to other activity on your account or to delays in sending data among various systems. You agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert or for any actions taken or not taken by you or a third party as the result of an alert.
- Because alerts are not encrypted, we will never include your password or full account number. However, alerts may include your name and some information about your accounts. Depending upon the type of alert, information such as your account balance, transaction information or the due date for your credit card, charge card and/or business line of credit payment may be included. Anyone with access to your alerts will be able to view the contents of these messages.

9. Use of Personal Financial Software

You may be able to download information from the Online Banking Services into Quicken®, QuickBooks®, Turbo Tax®, Xero, and other software application. You are responsible for obtaining a valid and separate license agreement with the provider of the software application. First Bank is not liable for any loss, damages or expenses of any kind as a result of your reliance upon the downloaded information in your software application.

You agree and understand that: (i) you assume all risk for the possibility that any account information you download and store in your software application may be accessed by unauthorized third parties; (ii) if you send the information in a manner that is not secure, or if you take the account information out of First Bank’s secure computers by downloading it, First Bank is no longer responsible for the security and confidentiality of that information, and the responsibility becomes solely yours (or may be shared with others, such as your software application provider); and (iii) First Bank is not responsible for the security and confidentiality of the account information if you: (a)

use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded; or (b) allow other persons access to your software application.

You further agree that any account information that you download is processed at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage in an electronic device or other electronic device.

10. Identification and Password

Prior to your first use of the Online Banking Services, you will establish your Login Credentials consisting of a User ID, Password, and Two-Factor Identification. We may require you to change your Login Credentials from time to time for security reasons. The Bank is entitled to act on the instructions received under your Password. For security purposes, it is recommended that you memorize the Login Credentials and do not write them down. You are responsible for keeping your Login Credentials and other account data confidential.

You, as the individual who completed the enrollment process and/or signed the application, are considered the sole owner of the Online Banking Services account regardless of relationships on other accounts. As such, only you will be able to request that the Login Credentials be unlocked or reset.

Anyone to whom you give your Login Credentials or other means of access will have the same access to your accounts as you do, even if you attempt to limit that person's authority. For this reason, you should not disclose your Login Credentials to other persons. You are liable for all transactions that you may make or authorize, even if the person you authorize exceeds your authority. If you have given someone your Login Credentials or any other means of access and you want to terminate that person's authority, you must change your Identification and Password or other means of access or take additional steps to prevent further access by such persons. Except as otherwise provided herein, **First Bank will have no liability to you for any unauthorized payment or transfer made using your Password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.**

You are responsible for (i) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number (s), login information, and any other security or access information, used by you to access the Online Banking Services (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, text message, email and other data ("Communications") entered using the Access Information. Any Communications received using the Access Information will be deemed to be sent or authorized by you. You agree to notify us immediately if you become aware of any loss, theft or unauthorized use of any Access Information. We reserve the right to deny you access to the Service (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.

Acknowledgement of Commercially Reasonable Security Procedures

By using First Bank Online Banking you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions which are commercially reasonable. You agree to be bound by any instructions, whether authorized or unauthorized, which we implement in

compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we have had a reasonable opportunity to act on such notice).

11. Agreement to Receive Electronic Communications and Consent

In this section, "communication" means any customer agreements, amendments, disclosures, notices, First Bank's responses to your claims, transaction history, privacy policies and all other information related to an Account, product or service, including but not limited to, information that we are required by law to provide to you in writing.

By using any of the Online Banking Services you are agreeing to the following:

- First Bank may provide all legal or regulatory Communications associated with the Account or with the Online Banking Services, including Communications about a change in the terms of your Accounts or the Online Banking Services and privacy notices electronically. Your consent to receive electronic Communications does not automatically enroll you in First Bank's Online Statement Delivery Service, discussed more fully herein. You must complete a separate enrollment to stop receiving paper statements.
- First Bank may deliver the Communications to you by any of the following methods: (a) by posting a notice and making the information available to you through the Online Banking Services; or (b) by sending the information to an email address you have provided to First Bank; or (c) to a wireless device you have designated; or (d) to the extent permissible by law, by access to a web site that First Bank will generally designate in advance for such purpose; or (e) any other electronic means we have mutually agreed upon. Delivery of electronic Communications by any of these methods will be considered "in writing," and you intend that the electronic Communications have the same legal effect as written and signed paper communications. You agree to promptly notify First Bank of any change in your contact information, such as your email address or mobile phone number. You can update your contact information through the Online Banking Services.
- You may withdraw your consent to receive electronic Communications by updating your preference through the Online Banking Services or by contacting First Bank at 1-800-538-3979.
- You may obtain paper copies of the electronic Communications by printing them within the Online Banking Services or by calling First Bank at 1-800-538-3979.
- The minimum hardware and software requirements to access and retain the electronic Communications are: A personal computer or other device with operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing electronic Communications; a browser, such as the most current version of Internet Explorer, Google Chrome, Microsoft Edge, or Mozilla Firefox, with 128-bit encryption; sufficient electronic storage capacity on your computer's hard drive or other data storage unit; and, software that enables you to view files in the Portable Document Format ("PDF").

By accepting the digital version of this Agreement, you acknowledge that you are able to electronically access and retain the Communications. If you do not agree, do not accept.

By accepting the digital version of this Agreement, you further agree that all agreements entered into by digital means will be deemed valid, authentic, and shall have the same legal effect as agreements entered into on paper. You will be deemed to have received any digital messages sent to you if such messages are sent to the latest email address you have provided to First Bank or to your Secure Message inbox. Digital copies of your online delivery account statement will be considered valid "originals," and you will not contest the validity of the electronic copies, absent proof of altered data or tampering. This consent to the use of digital agreements and communications shall apply to all agreements and communications made in conjunction with this Agreement and the Online Banking Services.

12. Additional Provisions Applicable Only to Consumer Accounts

In Case of Errors or Questions About Your Electronic Transactions

Send us a secure online mail message or call us at **1-800-538-3979**

You may also write us at:

**First Bank
Customer Service Department
P.O. Box 70
Carmi, IL 62821**

Contact us immediately if you think:

- Your statement or transaction record is wrong.
- You need more information about a transaction listed on your statement.
- An unauthorized person has discovered your Online Banking Services passcode.
- Someone has transferred or may transfer money from your account without your permission.
- Bill payment transactions have been made without your authorization.

We must hear from you no later than 60 days after we have sent the FIRST statement on which the problem or error appeared (or 90 days if the problem or error relates to a bill payment from an account maintained at another financial institution).

If you tell us verbally, we may require you to send us your complaint or question in writing or via email within ten (10) bank business days (Online Banking Services customers may use secure online mail). When you contact us, please provide the following information:

- Your name and account number.
- The date and dollar amount of the transaction in question.
- The name of the Payee if the transaction in question is a payment.
- The transaction number assigned by Online Banking Services, if available.
- A description of the transaction about which you are unsure.

Please explain as clearly as you can why you believe there is an error or why you need more information.

We will tell you the results of our investigation within 10 bank business days after we hear from you, and we will promptly correct any error we have made. If we need more time, however, we may take up to 45 days to investigate your complaint or question. In this case, we will provisionally credit your account within 10 bank business days for the amount you think is in error, so that you 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 your letter in 10 bank business days, we reserve the right not to provisionally credit your account.

If we conclude there was no error, we will send you a written explanation within three (3) bank business days after we complete our investigation. You may request copies of the documents that we used in our investigation.

Limitation of Liability for Online Banking Transactions

Tell us at once if you believe your Online Banking Services passcode has been compromised or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us immediately. The unauthorized use of your Online Banking Services could cause you to lose all of your money in your accounts, plus any amount available under your overdraft protection plan.

You will have no liability for unauthorized transactions if you notify us within 60 days after the statement showing the transaction has been mailed to you (or 90 days if the transaction was from an account maintained at another financial institution). If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period (or 90 day period if the transaction was from an account maintained at another financial institution), if we can show that we could have stopped the transaction if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

When you give someone your Online Banking Services ID and passcode, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

For your protection, sign off after every Online Banking Services session and close your browser to ensure confidentiality.

Note: These liability rules are established by Regulation E, which implements the federal Electronic Fund Transfer Act and does not apply to business accounts. Our liability policy regarding unauthorized debit card or ATM Card transactions, and unauthorized Online Banking Services transactions on consumer deposit accounts may give you more protection, provided you report the transactions promptly. Please see the agreement you received with your ATM or debit card and the Online Agreement.

Our Liability for Failure to Complete Transactions

If we do not complete a transaction 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. For instance, we will not be liable:

- If, through no fault of ours, you don't have enough available funds in your account (or available funds under your overdraft protection plan), or credit to cover the transaction or transfer.
- If Online Banking Services were not working properly, and you knew about the malfunction when you started the transaction or transfer.
- If circumstances beyond our control (such as fire or flood) prevented the transaction or transfer, despite reasonable precautions we've taken.
- If there are postal delays or processing delays by the Payee.
- There may be other exceptions not specifically mentioned.

13. Disclaimers

Disclaimer of Warranties

YOUR USE OF THE ONLINE BANKING SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE ONLINE BANKING SERVICES (WHETHER PROVIDED OR MADE AVAILABLE BY US OR A SERVICE PROVIDER) IS AT YOUR SOLE RISK. THE ONLINE BANKING SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE STATED HEREIN, FIRST BANK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW AS TO THE ONLINE BANKING SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE ONLINE BANKING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

FIRST BANK MAKES NO WARRANTY THAT (I) THE ONLINE BANKING SERVICES WILL MEET YOUR REQUIREMENTS (II) THE ONLINE BANKING SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ONLINE BANKING SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE ONLINE BANKING SERVICES WILL MEET YOUR EXPECTATIONS, (V) ANY ERRORS OR DEFECTS IN THE TECHNOLOGY WILL BE CORRECTED OR (VI) THE WEBSITE IS FREE OF VIRUSES OR HARMFUL COMPONENTS.

Limits on Liability and Obligations

First Bank and its officers, directors, shareholders, subsidiaries, affiliates, agents, licensors, or Vendors are not liable for any: (i) consequential (including without limitation, loss of data, files, profit or goodwill, or the costs of procurement of substitute goods or service) damages; (ii) indirect damages; (iii) incidental damages; (iv) special damages or (v) punitive damages. This is true whether these damages occur in an action under contract, or from negligence or any other theory, arising out of, or in connection with, this Agreement, the Online Banking Services, or the inability to use the Online Banking Services.

In addition to reasons such as scheduled system maintenance, damages could arise from circumstances beyond our control, even if we advise you of the possibility of such damages. These circumstances could include (but are not limited to): (i) power outages; (ii) system failures; (iii) fires; (iv) floods; (v) natural disasters; (vi) extreme weather and (vii) cyber-attacks, including Denial of Service (DoS).

In states that prohibit the limitation of liability for consequential or incidental damages, the above limitations may not apply.

Except as specifically provided in this Agreement or otherwise required by applicable law, we, our Vendors or other agents, also won't be liable for: (i) any loss or liability you may incur resulting wholly or partly from failure or misuse of your equipment or software provided by an external company (such as an Internet browser provider, an Internet access provider, an online service provider or an agent or subcontractor of any of them); or (ii) Any direct, indirect, special or consequential, economic or other damages arising in any way from your access/use/failure to obtain access to the Online Banking Services. First Bank does not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the United States.

We will not be obligated to honor, in whole or in part, any transaction or instruction that: (i) is not in accordance with any term or condition of this Agreement or any other agreement that applies to the relevant Eligible Account; (ii) we have reason to believe may not be authorized by you or any other person whose authorization we believe necessary; (iii) we have reason to believe involves funds or

other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction; (iv) would violate any applicable provision of any risk control program of the Federal Reserve, the Office of the Comptroller of the Currency, or any applicable rule or regulation of any other federal or state regulatory authority; (v) is not in accordance with any other requirement of our policies, procedures, or practices; or (vi) we have other reasonable cause not to honor for our or your protection.

First Bank will not be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake, or extreme weather).

Indemnification

Except where we are liable under the terms of this Agreement or another agreement governing the applicable Eligible Account, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from: (i) a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other content or materials you submit to us; (ii) any fraud, manipulation, or other breach of this Agreement or the Online Banking Services; (iii) our violation of any other applicable laws or rights of a third party, including but not limited to rights of privacy, publicity or other property rights; or (iv) the provision of the Online Banking Services or use of the Online Banking Services by you or any third party.

We reserve the right to defend/control (at our own expense) any matter otherwise subject to indemnification by you. In such a case, you will cooperate with us in asserting any available defenses. You won't settle any action or claims on our behalf without our prior written consent.

14. Other Terms and Conditions

Service Charges

Except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees, there is no monthly service charge for accessing your accounts with the Online Banking Services.

In addition to the fees already described in this Agreement, you should note that depending on how you access the Online Banking Services you might incur charges for:

- Normal account fees and service charges.
- Any Internet service provider fees.
- Any wireless carrier fees.
- Purchase of computer programs such as personal financial software.
- Payments or transfers made through the Online Banking Services from a savings or money market account may result in an excess transaction fee. See your savings or money market account for details. Additionally, fees may be assessed for added self-service features available through Online Banking Help and Support, such as stop payment requests, check copy orders and account statement copy orders. For additional information, please see the applicable Account Agreement.
- An NSF-fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled or, in the case of a personal check, on the date when the check is presented to us for payment.

First Bank reserves the right to change the charges or fees described in this Online Banking Services Agreement.

Stop Payment

You may use the Online Banking Services to initiate a stop payment request for any check (except for checks associated with the Bill Pay) that you have written from your Accounts. (Stop payments on checks and transactions associated with the Bill Pay must be placed in accordance with the Bill Pay Service terms.) You agree that any stop payment request associated with your Account shall be null and void after six (6) months from the date of the order, or such earlier time as communicated by us to you. You agree to provide all required information relating to stop payment requests. If you fail to provide us with complete information or if the information you provide is incorrect, we shall not be responsible for any failure to stop payment on such item. You understand that if the stop payment request comes too late for us to have a reasonable time to act on it prior to paying, settling for, posting or becoming accountable for the check described in the request, then your stop payment request shall be of no effect. You agree not to make a claim against us if the check is paid through inadvertence, accident, oversight or if we are required to pay such check by a holder in due course or if by reason of such payment, other items drawn on your Account(s) are returned insufficient. You agree to indemnify and hold us harmless from and against any and all losses, damages and expenses, including court costs and attorneys' fees, incurred by us due to our refusal of payment of any check or other item in accordance with your instructions.

Canceling Your Online Banking

If you choose to cancel your Online Banking Services, any unprocessed payments will be canceled. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service. First Bank will cancel any scheduled payments within two (2) bank business days from the date we receive your request to discontinue the service. If you close your primary checking account, or if it is no longer linked to your service, any unprocessed payments will be canceled. If you cancel your Online Banking Services, any Transfers outside of First Bank will also be canceled. Your Online Banking Services will also end if you close all accounts linked to your Online Banking profile.

Joint Accounts

When your Online Banking Services is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer. Joint accounts using the same Online ID will be identified as one service.

Cancellation

Your Online Banking Services remain in effect until they are terminated by you or First Bank. You may cancel your service at any time by notifying us of your intent to cancel in writing, through Online Banking secure mail, or by calling Online Banking customer service at 1-800-538-3979. This cancellation applies to your Online Banking Services and does not terminate your First Bank accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service.

We may terminate your participation in Online Banking Services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obliged to do so.

All applicable provisions of this Agreement will survive cancellation by either you or us, including, without limitation: (i) provisions related to intellectual property; (ii) warranty disclaimers; (iii) limitations of liability; and (iv) indemnification.

Contacting Us and Reporting Unauthorized Transactions

The Online Banking Services provides email forms for you to ask questions or provide comments. You can access these email forms after you sign on with your password to a secure session of the Online Banking Services.

To ensure the security of your Eligible Account information, we recommend that you use only these email forms when asking specific questions about covered Eligible Account(s).

You cannot use email to initiate transactions on your Eligible Accounts. For transactions, please use the appropriate functions within the Online Banking Services, call 1-800-538-3979, or call the number listed on your account statement.

If you may also contact us by contacting a client service representative by dialing 1-800-538-3979 during normal customer service hours or you may write:

First Bank
Customer Service Department
P.O. Box 70
Carmi, IL 62821

You may also email us at customer-service@firstbank.bz. However, electronic mail (E-mail) transmissions are not secure. We therefore, request that you do not send us or ask for sensitive information, etc. via any general form of E-mail System.

Notify us immediately if you believe another person has improperly obtained your Online Banking Services Identification or Password; if someone has transferred or may transfer money from your Eligible Account(s) without your permission; if you suspect any fraudulent activity on your Eligible Account(s); if you think your statement, account or transaction information is wrong or if you need more information about a transaction listed on your statement or shown through the Online Banking Services.

Export Controls

Software programs, materials, tools, and technical data provided as part of the Online Banking Services may be subject to U.S. export controls or the trade laws of other countries. You agree to comply with all export control regulations. You also acknowledge that you, not First Bank, have the responsibility to obtain such licenses to export, re-export or import as may be required. You agree not to export or re-export to individuals or entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export law.

Ownership

You agree that we and our Vendors, as applicable, retain all ownership and proprietary rights associated content, technology, mobile applications and websites. You acknowledge and agree that all trademarks and service marks displayed on the website belong to us or an affiliate, except third party trademarks and service marks, which are the property of their respective owners. You are only permitted to use the content as displayed on this site as expressly authorized by us. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you may not

reverse engineer or reverse compile any of our technology, including but not limited to, any technology associated with mobile or online banking.

Prohibited Uses

You agree not to use the Online Banking Services for unlawful internet gambling transactions or other illegal activity, transactions that would result in payments to beneficiaries listed on the Specially Designated National lists from the U.S. Department of Treasury, or transactions that would violate (or cause the Bank to violate) any United States economic sanctions laws or regulations, including those issued by the Office of Foreign Asset Control of the U.S. Department of the Treasury, Executive Order of the President, or a directive of the U.S. Department of Treasury.

You further agree that you will not use the Mobile Banking Software or any content delivered to you as part of your use of the Mobile Banking in any way that would: (i) infringe any third party copyright, trademark, trade secret, patent, or other proprietary rights or rights of publicity or privacy, including any rights in the Mobile Banking Software; (ii) interfere with or disrupt computer networks connected to the Mobile Banking Software; (iii) interfere with or disrupt the use of Mobile Banking by any other user; or (iv) use the Mobile Banking in such a way as to gain unauthorized entry or access to the computer systems of others.

Web-linking Practices

Bank may provide access to information, products or services offered on other third party web sites. The Bank is not responsible for, nor does control, the content, products, or services provided by linked sites. The Bank does not endorse or guarantee the products, information or recommendations provided by linked sites, and are not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Bank and have a privacy policy different than that of the Bank. Your access, use and reliance upon such content, products or services is at your own risk.

Disclosure of Account Information

It is our general policy to treat your account information as confidential. However, we or our Vendor will disclose information to third parties about your account or the transactions you make in the following situations either pursuant to our Privacy Policy or in the following circumstances: (i) where it is necessary for completing transactions; (ii) where it is necessary for activating additional services; (iii) In order to verify the existence and condition of your account to a third party, such as a credit bureau or a Payee; (iv) to a consumer reporting agency; (v) to a collection agency; (vi) in order to comply with a governmental agency or court orders; or, (vii) if you give us your written permission.

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 and our Vendors at that number and/or emails from us for our everyday business purposes (including identify verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us or our affiliates, Vendors and agents. You further consent to receiving text messages from us at that number, and/or emails from us for marketing purposes in connection with the Service and consistent with our Privacy Policy. Please review our Privacy Policy for more information.

Equipment and Software Requirements

You are responsible for obtaining, maintaining, and operating your own equipment used to access and perform Online Banking Services including but not limited to transactions and payments. We will not be responsible for any failure or errors resulting from the malfunction of your equipment.

Choice of Law; Dispute Resolution; Jury Trial Waiver

This Agreement and our provision of the Online Banking Services are governed by the laws of the State of Illinois (exclusive of its choice of law rules) and the applicable federal laws, without regard to any different state laws that may govern your Accounts. The parties agree that any litigation arising between the parties in relation to this Agreement shall be initiated and maintained in the Circuit Court of White County, Illinois and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of such court.

THE UNDERSIGNED AND BANK ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

Waiver

The failure of Bank to enforce any right or provision in the Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Bank in writing. No waiver shall be implied from a failure of Bank to exercise a right or remedy. In addition, no waiver of Bank's right or remedy will affect the other provisions of the Agreement.

Assignment

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

Entire Agreement

In combination with other applicable First Bank agreements as described at the beginning of this Agreement, this Agreement represents the agreement between you and First Bank regarding the Online Banking Services. It merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of online access. Each of the rules, terms, and conditions set forth in this Agreement stands alone. Any term or condition contained in this Agreement that is inconsistent with the laws governing the Online Banking Services will be deemed to have been modified by us and applied in a manner consistent with such laws. Unless stated otherwise, if any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect, and will in no way be invalidated or otherwise affected.

Headings

Headings used in this Agreement are for reference only and do not define, limit, construe or describe the scope or extent of a section.

15. Provider End User Agreement

The primary licensor for the online and/or mobile banking service you are using (the "Service") is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our Online Banking Services, you hereby agree as follows:

(i) General. The Provider is not the provider of any of the financial services available to you through the Service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the Service.

(ii) Provider Privacy Policy. Provider may access personal information while you use the Service. Provider may access records held by your financial institution for such information as your phone number, home address or email address. Provider will use this contact information to alert you about Service-related events or actions that require your attention. If you grant permission to use phone information, Provider will use the phone number to pre-populate forms that expect a personal phone number for contacting. If you grant permission to use your device's location, Provider will use the data when checking for nearby branch and ATM locations. If you grant permission to use access photos, media or other files stored on your device, Provider will use that information to add an image to a transaction and add a photo to your profile. If you grant permission to use a camera, Provider will use it when taking a picture to add an image to a transaction or to capture images of a check that is being deposited or to add a photo to your profile. In addition to this Provider Privacy Policy, your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services and products, including such information that may be gathered through use of this Service, such as the "Account Information" and "Registration Information" described below. A copy of that privacy policy is available from your financial institution.

(iii) Source of Information. The Service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

(iv) Your Responsibility for Information. You are responsible for providing Provider with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the Service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.

(v) Rights You Grant to Provider. By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to Provider through the Service, you are voluntarily supplying that content to Provider for the purpose of providing the Service to you. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the Service, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Service, you will be directly connected to the website for the third party you have identified. Provider will submit information including user names and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible with the third-party sites for which you submit your information. You

acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks.

(vi) Consent to Use of Data. You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Service. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

(vii) Disclaimer of Warranty. THE SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(viii) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(ix) Google Analytics. To assist Provider in maintaining and improving this application, Provider uses Google Analytics to gather information about usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use, and how they found the Service. Google Analytics does not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information. The information helps Provider improve the performance of this Service for you. For more information on Google's use of the data, please see the website "How Google uses data when you use our partners' sites or apps" located at <http://www.google.com/policies/privacy/partners/>.

(x) Miscellaneous. This End User Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this End User Agreement are subject to the exclusive jurisdiction of the courts of Iowa and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are and will be in the English language. The application of the United Nations

Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.