First Bank Online Banking
Bill Payment - Service Agreement

First Bank & Trust Co.
P. O. Box 878
Perry, OK 73077
(580) 336-5562

For specific directions within your account screen, click on the "Help" button to learn more about Bill Payment setup and changes.

Bill Payment Service Agreement

This Bill Payment Service Agreement (the "Agreement") governs the use of First Bank's Bill Payment Service (the "Service"). By using the Service, you agree to the terms of this Agreement. Please read this Agreement carefully and keep a copy for your records.

As used in this Agreement, "Account" means the designated checking account at First Bank from which we make payments on your behalf pursuant to the Agreement. In this Agreement, "you" or "your" refers to the person(s) using the Service; "we", "us", "our" or "Bank" refers to First Bank and any agent, independent contractor, designee, or assignee First Bank may, in its sole discretion, involve in the provision of the Service.

By providing the Bank with the names and account information of those persons or entities to whom you wish to direct payment, you authorize the Bank to follow the payment instructions that it receives from you over the Internet. When the Bank receives a payment instruction, you authorize the Bank to charge your checking account on the selected Scheduled Payment Date and remit funds to the designated payee on your behalf.

While it is anticipated that bill pay transactions will be processed and sent the next business day after your selected Scheduled Payment Date and will arrive approximately 5 business days after your selected Scheduled Payment Date, it is understood that due to circumstances beyond the control of the Bank, particularly concerning delays in handling and posting payments by slow responding companies or financial institutions, some transactions may take a day or even a few days longer to post to your account with the designated payee. For this reason, it is recommended that all Scheduled Payment Dates selected by you be at least 5 business days before the actual due date, not the late date and/or grace period. If you properly follow the procedures described herein, and the Bank fails to send a payment according to the payment instructions received, the Bank will bear responsibility for all late charges. In any other event, including but not limited to choosing a Scheduled Payment Date which is not 5 business days before the due date stated on your invoice, the risk in incurring, and responsibility for paying, any and all late charges or penalties shall be borne by you.

NOTE: Payment of taxes or court-directed payments through the Service is prohibited. Also, bill payments can only be made to payees within the United States.

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

- Your account does not contain sufficient funds to complete the payment or transfer;
- If your equipment or ours is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- The payee mishandles or delays a payment sent by the Bank;
- You have not provided the Bank with the correct names or account information for those persons or entities to whom you wish to direct payment;
- Circumstances beyond the Bank's control (such as, but not limited to, fire, flood, interference from an outside force) prevent the proper execution of the transaction and the Bank has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions to the Bank's performance obligations are applicable, if the Bank causes an incorrect amount of funds to be removed from your checking account or causes funds from your account to be directed to a person or entity that does not comply with your payment instructions, the Bank shall be responsible for returning the improperly transferred funds to your checking account and for directing to the proper recipient any previously misdirected payments or transfers.

STOPPING OR CHANGING PAYMENTS: You may cancel or modify a single payment up until 3:00 p.m. Central Standard time on or before the Scheduled Payment Date. If this date falls on a weekend or Holiday you must modify the payment before 3:00 p.m. the business day before the payment. Please use the Service's "Help" function for instructions on how to change or cancel a scheduled payment. You may also call us at 1-580-336-5562 or write to us at First Bank & Trust Co., P. O. Box 878, Perry, OK 73077.

CHARGES/FEES: First Bank & Trust does not currently charge for the Bill Payment Service, but reserves the right to charge at a later date by giving you a 30 day notice of any such charges.

STATEMENTS: We will provide you monthly statements for the checking accounts that you access to perform transactions through the Service.

BUSINESS DAYS: For purposes of this Agreement, business days are Monday through Friday, excluding Bank holidays.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS: You agree not to give Service account access to any unauthorized individuals. If you believe that someone may attempt to use the Service without your consent or has transferred money without your permission, you must call us immediately at 1-580-336-5562 or write to us at First Bank & Trust Co., P. O. Box 878, Perry, OK 73077. Quickly telephoning us is the best way of reducing your possible losses.

If you believe your customer Access ID and password have been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than $50.00 if someone used them without your authority.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Access ID and password, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as $500.00.

Also, if your statement shows transfers covered by this agreement that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not recover any money lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason, (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

If we complete a transfer that you make or authorize, and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

BUSINESS ACCOUNTS: The limitations on customer liability set forth in the preceding paragraphs do not apply to accounts held by businesses. Business customers agree to review promptly all statements, notices and transaction information made available to them, and to report all unauthorized transactions and errors to us immediately. Business customers agree that we may process payment and transfer instructions which are submitted with a correct Access ID, and agree that such instructions will be deemed effective as if made by them, even if they are not transmitted or authorized by the customer.

JOINT ACCOUNTS: If any of the accounts from which you utilize the Service is joint, each of you is jointly and severally obligated under this Agreement. Each owner will have a unique password and, acting alone, may perform transactions, obtain information, terminate this Agreement, allow one or more other persons to access qualifying accounts if you provide them with your account access identification number and password, or otherwise transact business, take actions or perform under this agreement. We are not required to obtain the consent of, or notify, any other of you. Each of you individually releases us from any liability and agrees not to make any claim or bring any action against us for honoring or allowing any access, actions or transactions where the person performing the access, action or transaction is one of you or is otherwise authorized to access the account. Each of you agrees to indemnify us and hold us harmless from and against any and all liability (including, but not limited to, reasonable attorney fees) arising from any such claims or actions.

AMMENDMENTS AND TERMINATION OF THIS AGREEMENT: Changes to Charges, Fees or Other Terms: We reserve the right to change the charges, fees or other terms described in this Agreement. When changes are made to any fees, charges, or other material terms, we will update this Agreement, and either send a notice to you at the address shown on our records, or send you an electronic mail message. The notice will be posted on the FB&T web site or mailed at least thirty days in advance of the effective date of any changes. You can choose to accept or decline changes by continuing or discontinuing the use of the Service. We have the right to terminate this Agreement at any time and without cause. Once terminated, no further transfers or payments will be made, including, but not limited to, any payments or transfers scheduled in advance or any pre-authorized recurring payments.

ENTIRE AGREEMENT: This Agreement is the complete and exclusive Agreement between you and us related to the Service and supplements any other agreement or disclosure related to your account. In the event of a conflict between this agreement and any other agreement or disclosure related to your account or any statement by our employees or agents, this Agreement shall control.

GOVERNING LAW: This Agreement shall be governed by and construed in accordance with U.S. law, and the laws of Oklahoma.