

FIRST BANK @ HOME
INTERNET BANKING AGREEMENT

This agreement describes your rights and obligations as a user of the First Bank @ Home service. Please read this Agreement carefully.

Agreement

The terms and conditions of the deposit agreements and disclosures for each of your FB&T accounts, as well as your other agreements with FB&T, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Oklahoma (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. You may not assign this Agreement. This Agreement is binding upon the parties hereto and certain obligations of the parties pursuant to the Agreement will by their nature continue beyond termination, cancellation or expiration of this Agreement.

What You Can Do

The following Internet Banking transactions may be performed:

- a. **Funds Transfers.** You may use First Bank @ Home to perform unlimited funds transfers from your FB&T checking accounts or savings accounts to other FB&T checking or savings accounts. You may transfer from checking or savings account to make loan payments. NOTE: This Agreement imposes no restrictions on the number of transactions from FB&T accounts or the amounts which may be transferred, but certain limits and restrictions on the frequency of transfers and transaction charges may be applicable with respect to the particular types of accounts subject to this Agreement, particularly Savings and all Money Market accounts. Please refer to the disclosure documents you received at the time these accounts were established for more detailed information on limitations and restrictions applicable hereto.
- b. **Balance Inquiries.** You may use First Bank @ Home to check the current balance and other account information on all deposit and loan accounts that you own. You may download your account transactions to various money manager programs. Sort/search/find capabilities are available for your transactions.
- c. **Bill Payments.** You may establish bill payment vendors and payments to be paid from your checking account. The Bill Payment Agreement provides additional detail.
- d. **Customer Service.** You may communicate with FB&T by using First Bank @ Home to send and receive messages. Refer to the Contact Us Links.
- e. **Stop Payment Requests.**

Hours of Operation

The Services are available 24 hours a day, seven days a week, except during special maintenance periods. For purposes of transactions, those received after 3:00 p.m. on business days, and all transactions which

are requested on weekends, or holidays on which FB&T chooses to remain closed, will be processed on the next FB&T business day. FB&T's business day begins at 7:30 a.m.

Use of Your Password

FB&T gives you a Password for use during the initial log-in; for security purposes, you are required to change your Password after the initial log-in. You determine what Password you will use, and the identity of your Password is not visible to us. You agree that we are authorized to act on instructions received under your Password. You agree not to allow anyone to gain access to the Services or let anyone know your Access ID or Password used with the Services. Upon five (5) unsuccessful attempts at authorization to use the system, you must contact us to obtain a new temporary Password. You agree to assume responsibility for all transactions up to the limits allowed by applicable law.

Stolen Password

If your Password has been lost or stolen, call us immediately at 580-336-5562, 8:15 a.m. to 3 p.m. (Central Standard Time). Telephoning us is the best way of minimizing your losses. If you believe your Password has been lost or stolen and you notify us within two business days after you learn of the loss or theft, only the first \$50.00 of the loss is yours if someone uses your Password without your permission. If you do not notify us of such events within two business days of learning of the same, and we can show that we could have prevented losses if you had so notified us, you will be responsible for the first \$500.00 of loss.

General Terms

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. The applicable Deposit Account Disclosure and Schedule of Services and Fees govern changes to fees applicable to specific accounts. You agree that all charges will be deducted from your primary account.

Errors and Questions: In case of errors or questions regarding First Bank @ Home transactions, call 1-580-336-5562 or write us at:

First Bank & Trust Company
P O Box 878
Perry OK 73077
Attn: First Bank @ Home

We must hear from you at the specified telephone number or address no later than sixty days after we sent you the first statement on which the problem or error appeared. Please refer to the Error Resolution Notice provided to you at account opening or your monthly or quarterly account statement for additional provisions.

Other Agreements

In addition to this agreement, you agree to be bound by and comply with the requirements of the agreements applicable to each of your accounts. Your use of the First Bank @ Home service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you opened your accounts with FB&T, including the

charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of this Agreement.

Modifications to this Agreement

FB&T may modify the terms and conditions applicable to any Service from time to time upon mailing or delivering a notice of the modification to you at the address shown on our account records, and the revised terms and conditions shall be effective by the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to receive it three days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

FB&T's Responsibility to its Customers

FB&T will be responsible for your actual losses if they were directly caused by our failure to:

- Complete an Electronic Funds Transfer as properly requested.
- Cancel an Electronic Funds Transfer as properly requested.

However, we will not be responsible for your losses if:

- Through no fault of FB&T, you do not have enough money in your account to make the transfer.
- Through no fault of FB&T, the transaction would have caused you to exceed your available credit.
- Circumstances beyond our control (e.g., fire, flood, power outage, equipment or technical failure or breakdown) occur which prevent the transfer, despite reasonable precautions we have taken.
- There is a hold on your account, or access to your account is blocked in accordance with banking policy.
- Your funds are subject to legal process or other encumbrance restricting transfer.
- Your transfer authorization terminates by operation of law.
- You have not properly followed the scheduling instructions on how to make a transfer included in this Agreement.
- We have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- We have reasonable basis for believing that unauthorized use of your password or account has occurred or may be occurring, or if you default under this Agreement, the Deposit

Account Agreement, a credit agreement, or any other agreement with us, or if either party terminates this Agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

Statements

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account. If your statement shows transfers that you did not make, notify FB&T immediately by calling us at 580-336-5562, Monday through Friday from 8:15 a.m. to 3:00 p.m. (Central Standard Time) or write FB&T at:

First Bank & Trust Company
Attention: Customer Service – First Bank @ Home
P. O. Box 878
Perry, OK 73077

If you do not notify FB&T within sixty (60) days after such statement was mailed to you, you will not recover any money lost which would not have been lost if FB&T had been notified in time.

Inactivity / Termination

You are responsible for complying with all terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We can terminate your On-Line Banking privileges under this Agreement without notice to you.

If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

To cancel the On-line banking service, you must notify FB&T and provide your name, address, whether you are discontinuing On-line Banking, and the effective date to stop Service. You may notify FB&T by one of the following methods:

1. By initiating cancellation by communicating through our web site.
2. By calling 580-336-5562 Monday through Friday from 8:15 a.m. to 3:00 p.m. Central Standard Time.
3. By writing a letter and sending it to the following address:

First Bank & Trust Company
Attention: Customer Service – First Bank @ Home
P. O. Box 878
Perry, OK 73077

Governing Law

This Agreement is governed by the laws of the State of Oklahoma and applicable federal law.

Fee Schedule

FB&T offers the benefits and convenience of the First Bank @ Home Internet Banking Service to you at NO CHARGE.