

**FIRST BANK INTERNET BANKING AGREEMENT**

This agreement describes your rights and obligations as a user of the First Bank online, mobile or message alert services. 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 online or mobile services 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 online or mobile services to check the current balance and other account information on all deposit and loan accounts that you own. With online banking you may download your account transactions to various money manager programs. Sort/search/find capabilities are available for your transactions.
- c. **Bill Payments.** With online banking 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 online services to send and receive messages. Refer to the Contact Us Links.

**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 ends at 3:00 p.m. Monday through Friday.

### **Use of Your Password**

FB&T utilizes robust multi-factor authentication for online account access in the form of unique user ID's, passwords, device print identification, image pass phrases and security questions. FB&T gives you a Password for use during the initial log-in to online banking; 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, including but not limited to Account Aggregation, Personal Financial Management, and/or Accountant Services. Upon three (3) 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. Your password will be disabled after 60 days of nonuse. FB&T will never contact the online banking customer requesting login information or other credentials. As always, please contact FB&T immediately if suspicious activity is noticed or any information security-related event.

### **Stolen Credentials**

If your Access Code or Password has been lost or stolen, call us immediately at 580-336-5562, 8:15 a.m. to 3:15 p.m. (Central Standard Time). Telephoning us is the best way of minimizing your losses. If your computer has been compromised and/or infected with software or any other mechanism for fraudulent access, the bank will not be liable for any losses that occur. Any fraudulent bank transactions conducted with your credentials or information illegally obtained, will be the responsibility of the customer. Online banking customers should also be aware of the protections provided, and not provided; relative to electronic funds transfers under Regulation E if unauthorized activity at the account level does occur. As an ongoing effort to raise customer awareness, FB&T regularly provides security updates concerning fraudsters who are utilizing sophisticated and malicious techniques to thwart existing authentication controls, gain control of customer accounts, and transfer funds.

### **Customer's Indemnity**

Customer shall use a computer system which is adequately protected with continuously updated anti-virus and anti-malware software and firewalls. Customer will maintain current updates and patches for the operating system and for all virus and firewall software. Customer will establish procedures to insure that users of the computer are adequately trained in proper procedures for safe usage of the computer, including prohibition of opening e-mails from unknown sources. Customer will use reasonable measures to protect the Service from unauthorized copying, dissemination, disclosure or other unauthorized use. Customer will indemnify and hold harmless Bank, its licensors and providers of the Services, and their respective directors, officers, shareholders, employees and agents, against any and all suits, including but not limited to third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses resulting from the wrongful acts or negligence or omissions of Customer, or any person acting on Customer's behalf, with or without permission, arising in connection with use of the Service, including without limitation (a) a breach by Customer of any provision, representation or warranty of this Agreement, (b) the negligence or willful misconduct (whether by act or omission) of Customer, its Indirect Customers, or any third party on behalf of Customer, (c) any modifications or changes to the Service made by Customer or any third party within the control of or on behalf of Customer, (d) any misuse of the Service by Customer or any third party within the control of or on behalf of Customer, (e) any failure by Customer to comply with

applicable state and federal laws and regulations, (f) any act or omission of Bank that is in accordance with this Agreement or instruction from Customer, or (g) any actions by third parties, such as the introduction of a virus or other computer intrusion or breach, that initiates, fabricates, delays, alters or corrupts the transmission of an electronic file or request to Bank.

## General Terms

**Changes to Charges, Fees or Other Terms:** We reserve the right to change the charges, fees or any other terms described in this Agreement with out further notice to you. A 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 online banking transactions, call 1-580-336-5562 or write us at:

First Bank & Trust Company  
P O Box 878  
Perry OK 73077  
Attn: Online Banking

We must hear from you at the specified telephone number or address no later than sixty days after we provide 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 online 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.

## 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 access code or 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 3:15 p.m. (Central Standard Time) or write FB&T at:

First Bank & Trust Company  
Attention: Customer Service  
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 3:15 p.m. Central Standard Time.
3. By writing a letter and sending it to the following address:

First Bank & Trust Company  
Attention: Customer Service  
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 currently offers the benefits and convenience of the First Bank Internet Banking Service to you at NO CHARGE.

Updated August 25, 2011