

FirstBank Personal Banking Disclaimer

Mobile Banking Disclosure

This is an addendum to the Online Banking Agreement and Disclosure and sets forth the additional terms and conditions for use of Mobile Banking offered through FirstBank (we, our, us) by the member (you, your or user). Except where modified by this Addendum, the terms and conditions of the Online Banking Agreement remain in effect. If there is a conflict between the Online Banking Agreement and Disclosure and this Addendum, the terms in this Addendum will govern your use of the Mobile Banking Services.

I. ACCEPTANCE. A. Accepting this Addendum. By clicking I Accept when you enroll in Mobile Banking, you agree to the terms and conditions of this Addendum. Additionally, your continued use of Mobile Banking confirms any changes to the terms and conditions of this Addendum.

B. Description of Services. Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts. We reserve the right to limit the types and number of accounts that are accessed through Mobile Banking, and we may refuse to make any transaction that you request through Mobile Banking. We also reserve the right to modify the scope of this Service at any time. Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all mobile access devices or network carriers. FirstBank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues. Additionally, your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details regarding fees.

C. Relationship to Other Agreements and Fees. You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your agreements with us, our affiliates, and any unaffiliated service providers, including, but not limited to, your mobile service provider (e.g., Verizon, T-Mobile, etc.). You understand that those agreements may include fees, limitations and restrictions which may impact your use of Mobile Banking. Your mobile provider may impose data usage or text message charges for your interaction with Mobile Banking, and you agree to pay all such fees.

D. Mobile Deposit is an added feature of our Mobile Banking Service that is available to online banking customers. This service allows you to deposit certain items into eligible bank accounts using your mobile device.

(1) Availability of Funds: Successfully submitting your check image with your mobile device will begin the deposit process. However, the processing time to complete the deposit may vary. Mobile deposits submitted and received before 4:00 PM CST on business days (every day except Saturday, Sunday and federal holidays) are normally available for withdrawal on the first business day after the day of the deposit. Mobile deposits submitted and received after 4:00 PM CST, or on a non-business day, we may consider the deposit made on the next business day we are open. If your deposit is rejected for any reason, we will make reasonable effort to contact you on the same day of the deposit. All deposits are subject to Reg CC and may require an additional case-by-case or exception hold.

(2) Deposit Limits: We reserve the right to impose limits on the amount(s) and/or number of items that you transmit using the Mobile Deposit service and to modify such limits from time to time. In addition to those limitations elsewhere described, if any, the following limitations apply: \$3,500 (Three Thousand Five Hundred Dollars) per item/per day. \$7,000 (Seven Thousand Dollars) per month. No more than five (5) items per day. No more than twenty-five (25) items per month.

(3) Mobile Devices: To use the Mobile Deposit service you must have a supported mobile device with a supported camera, a data plan, and download the FirstBank Personal Banking App. We do not guarantee that your particular mobile device, camera, operating system, or carrier will be compatible with this service.

(4) Limitations: We assume no responsibility should you experience technical, network, or other difficulties while using the Mobile Deposit service or any damages as a result of these difficulties. We reserve the right to change, suspend or discontinue the service, in whole or in part, or your use of the service, in whole or in part, immediately and at any time without prior notice to you.

(5) Fee: The Mobile Deposit service is provided at no charge to you. Fees may be changed, at our discretion, upon at least 30 days prior notice to you, to the extent required by applicable law. Continued use of the service after the fee becomes effective constitutes your agreement to pay the fee.

Charges from your wireless carrier may apply. Regular account charges apply.

(6) Eligible Items: You agree to scan, and deposit only checks as defined in Federal Reserve Regulation CC and only those checks that are permissible specifically by the Mobile Deposit service. You agree that you will not use the Mobile Deposit service to deposit the following items: Money Order Foreign Items Travelers Cheques Returned Items IRD (Image Replacement Documents) Returned IRD (Image Replacement Documents)

(7) Image Quality: The image of the deposited item must be legible and must comply with the image quality guidelines established by regulatory or clearing house association guidelines. 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.

(8) Endorsements: You agree to endorse the check being transmitted for deposit as instructed by us and follow any and all procedures and instructions for use of the Mobile Deposit service as we may establish from time to time. You agree that returned deposited items may result in the Mobile Deposit service being unavailable. We reserve the right to reject any check that does not meet these specific endorsement requirements: Endorsements must be made on the back of the check within 1 1/2 inches from the top edge. The endorsement must include your signature and should include the words 'For Mobile Deposit Only to FirstBank'.

(9) Receipt of Items: We reserve the right to reject any item transmitted through Mobile Deposit service, at our discretion, without liability to us. We are not responsible for items we do not receive or for images that are dropped during transmission.

(10) Exception Items: We will use commercially reasonable efforts to review deposited item and to reject any item that we in our sole discretion determine to be ineligible for the Mobile Deposit service.

(11) Disposal of Transmitted Items: After transmitting the deposited item, and upon your receipt of confirmation from us that the item has been accepted, you agree to prominently mark the item as "Submitted for Mobile Deposit" and the date it was deposited on the front of the check. The check should be retained for sixty (60) days and then destroyed. You agree never to re-present to us or any other party a check or item that has been deposited through the Mobile Deposit service unless we notify you that the check or item will not be accepted for deposit through the mobile deposit service.

(12) Errors: You agree to notify us of any suspected errors regarding items deposited through the Mobile Deposit service right away, and in no event later than 60 days after the applicable account statement is sent to you.

II. CHANGES OR CANCELLATION

You may cancel your participation in Mobile Banking by texting STOP to "469228" or calling us at 800-413-4211. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including but not limited to, your non-use of Mobile Banking services. You agree that we will not be liable to you or any third party for any discontinuance of Mobile Banking.

III. MISCELLANEOUS

YOUR INDEMNIFICATION OF US: You agree to indemnify, hold harmless and defend us, our the affiliates, officers, directors, employees, consultants, agents, mobile service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys' fees) arising from (1) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation of information, data, files, or otherwise in connection with the service; (2) your violation of any law or the rights of a third party; (3) the unauthorized use of your mobile device by any party; or (4) your use, or use by a third party, of Mobile Banking.

EXCLUSION OF WARRANTIES: YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MOBILE BANKING AND ITS CONTENTS ARE PROVIDED WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH THE SOLE EXCEPTION OF WARRANTIES (IF ANY) WHICH CANNOT BE EXPRESSLY EXCLUDED UNDER APPLICABLE LAW. THE BANK ALSO MAKES NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE OPERATED BY A THIRD PARTY.

LIMITATION OF LIABILITY: YOU AGREE THAT NEITHER THE BANK OR ITS SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH YOUR USE OF CONSUMER MOBILE BANKING OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO MOBILE BANKING OR ANY SERVICE OPERATED BY ANY THIRD PARTY OR ANY CONTENTS OF CONSUMER MOBILE BANKING OR ANY OTHER SERVICE, EVEN IF THE BANK IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

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