

# FirstBank user agreement

## END USER AGREEMENT

The primary licensor for FirstBank's mobile banking service is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our mobile banking service, you hereby agree as follows:

(i) General. Access to our mobile banking service via your mobile device is powered by the mobile technology solution owned by Provider. The Provider is not the provider of any of the financial services available to you through the mobile banking service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the mobile banking service.

(ii) Source of Information. The mobile banking 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.

(iii) 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 mobile banking 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.

(iv) Rights You Grant to Provider. By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to Provider through the mobile

banking service, you are voluntarily supplying that content to Provider for the purpose of providing the mobile banking 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 mobile banking 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.

(v) 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 mobile 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 mobile banking 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.

(vi) Disclaimer of Warranty. THE MOBILE BANKING 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 MOBILE BANKING SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE MOBILE BANKING SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE MOBILE BANKING 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.

(vii) 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 MOBILE BANKING 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 MOBILE BANKING 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.

(viii) 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. To assist Provider in maintaining and improving this application, Provider uses Google Analytics to gather information about usage of the application. For example, it tracks how many visitors the application has, which screens they spend time on, what kinds of operating systems and mobile devices they use, and how they found the application. 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 application 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/>.

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 Regulation CC; subject to verification, availability of funds and could be subject to an additional case-by-case or exception hold. Funds may not be available for immediate withdrawal.

(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: \$5,000 (Five Thousand Dollars) per item/per day. \$15,000 (Fifteen 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.

E. Account Security –Duty to Protect Account Information and Methods of Access: it is your responsibility to protect your Online Banking Credentials, including but not limited to username, password and two-factor authentication codes received including the account numbers and digital services (e.g., mobile app) we provide you for your account(s). Do not discuss, compare, or share information about your online banking credentials with anyone unless you are willing to give them full use of your money.

Prevent unauthorized access to your accounts by keeping your Online Banking Credentials confidential and ensure you log out of digital services when you are finished. If you choose to activate a device code or biometric feature (such as a fingerprint or face scanner), it is your responsibility to control access to digital services just as you would with your username and password. You acknowledge that any person who has a device code or biometric featured stored in your device may be able to access digital services on that device.

Online Banking Credentials can be used to electronically remove money from your account, payments can be made from your account(s) even though you did not contact us directly, account information can be accessed including personal information and/or unauthorized

transactions completed.

You must take precaution in safeguarding your Online Banking Credentials.

We will never ask you to share your Online Banking Credentials, and you do not need to share your Online Banking Credentials to send or receive money using digital services. If you give another person or business access to digital services by sharing your Online Banking Credentials, you agree that each such third-party will be authorized to act on your behalf, and will be bound by this agreement (and any separate agreement governing your account). We are not responsible for managing the authority of your third-party relationships or the use of digital services by an authorized third-party using your Online Banking Credentials. You will be presumed to have authorized any activity performed using your Online Banking Credentials, even if you do not specifically intend it. If you have shared your Online Banking Credentials with a third-party and wish to revoke that access, you must contact us to block access to digital services until new Online Banking Credentials are established.

Notify us at once, if you believe your Online Banking Credentials have been misused or stolen. As between you and us, if you are negligent in safeguarding your Online Banking Credentials, you must bear the loss entirely yourself.

## 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,

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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.